

FINAL

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of September 29, 1999

by and between

BELL ATLANTIC - MAINE

and

Mid-Maine Telplus, Inc.

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LIST OF EXHIBITS

Exhibits

Exhibit A	Bell Atlantic - Maine and Mid-Maine Pricing Schedule
Exhibit B	Network Element Bona Fide Request
Exhibit C	SS7-CCS Certification Process Application
Exhibit D	Definitional Terms
Exhibit E	Network Interconnection Schedule
Exhibit F	Inter-Office Facilities
Exhibit G	Intentionally omitted
Exhibit H	Intentionally omitted
Exhibit I	Call Detail
Exhibit J	Intentionally omitted
Exhibit K	Schedule 27.2
Exhibit L	Intentionally omitted
Exhibit M	Dispute Resolution
Exhibit N	Intentionally omitted
Exhibit O	Intentionally omitted

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (this "Agreement"), is effective as of the 29th day of September, 1999 (the "Effective Date"), by and between New England Telephone & Telegraph Company, d/b/a Bell Atlantic-Maine ("BA" or "Bell Atlantic"), a New York corporation with offices at 185 Franklin Street, Boston, MA 02110, and Mid-Maine TelPlus, Inc. ("Mid-Maine"), a Maine corporation with its principal offices at 44 Broadway, Bangor, ME 04401.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of Interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective Customers; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mid-Maine and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which BA and Mid-Maine (individually, a "Party" and collectively, the "Parties") will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within Maine. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Maine Public Utilities Commission ("PUC"), and the Parties will specifically request that the PUC refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any terms of this Agreement be modified or eliminated, unless mutually agreed to by the Parties, or pursuant to the terms of Section 28.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Exhibit D. Exhibit D sets forth the definitions of such terms as of the date specified on such Exhibit and neither Exhibit D nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.) as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology on twisted pair copper loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1995-007R2 and Bell Atlantic Technical Reference TR-72575.

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all the Exhibits, addenda and attachments referenced herein and/or appended hereto.

1.5 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing between the Parties.

1.6 "Ancillary Traffic" means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Information Services .

1.7 "Applicable Law " means all laws, regulations and orders applicable to each Party's performance of its obligations hereunder.

1.8 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.9 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.10 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.11 "Bona Fide Request" or "BFR" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a BFR Item (as defined in Exhibit B) not otherwise provided by the terms of this Agreement.

1.12 "Busy Line Verification" or "BLV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.13 "Busy Line Verification Interrupt" or "BLVI" means a service that may be requested and provided when Busy Line Verification has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.14 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling Party.

1.15 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" or "Central Office" is a switching entity that is used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; "End Office Host" is an End Office that has the capability of supporting other switching entities in a Host-Remote relationship by providing "Host" functionalities to those remote entities; as of the Effective Date, BA has fourteen (14) "End Office Hosts" in Maine, in the following locations: [Augusta, Bangor, Bath, Biddeford, Brunswick, Ellsworth, Lewiston, North Deering, Portland, Presque Isle; Rockland; Sanford; South Portland; Waterville]; "End Office Remote" is an End Office that is not an End Office Host; and

(b) "Tandem Office Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.16 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return; and future CCS-based offerings.

1.17 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is defined as a Housing Party Wire Center, all buildings or similar structures owned or leased by the Housing Party that house its network facilities, all structures that house the Housing Party's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures (provided, however, that a Party may not collocate for purposes of access to unbundled Network Elements at a site other than a Housing Party Wire Center unless the Parties agree otherwise or the FCC, the Commission, or a court of competent jurisdiction orders the Housing Party to permit such Collocation), other mutually agreed-upon technically feasible locations of the Housing Party, or any location for which the FCC or the Commission has issued an order requiring BA to permit Collocation. Collocation may be "physical" or "virtual". In "Physical Collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation", the Housing Party owns, installs, and maintains equipment dedicated for use by the Collocating Party in the Housing Party's premises.

1.18 "Commission" or "PUC" means the Maine Public Utilities Commission.

1.19 "Common Channel Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

1.20 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's service territory in Maine. Mid-Maine is a CLEC.

1.21 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.22 "Customer" means a third-Party residence or business customer that subscribes to Telecommunications Services provided by either of the Parties.

1.23 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

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1.24 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to select a provider and make local calls without dialing extra digits. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (inter or IntraLATA) which are routed to a toll carrier (IntraLATA or InterLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.25 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.26 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.27 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.28 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.29 "Exchange Access" is As Defined in the Act.

1.30 "Exchange Access Frame Relay Service" means a Frame Relay Service that provides Interconnection for the purpose of interstate or intrastate Exchange Access.

1.31 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. (Telcordia Technologies, formerly known as Bellcore "Bellcore") document, or any successor thereto, that defines industry standards for Exchange Message Records.

1.32 "FCC" means the Federal Communications Commission.

1.33 "FCC Regulations" means Title 47 of the Code of Federal Regulations, including but not limited to the amendments adopted in, and the additional requirements of, the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996 and released on August 8, 1996, the Second Report and Order and Memorandum Opinion and Order, CC Docket Nos. 96-

98, 95-185 and 92-237, adopted and released on August 8, 1996, and such other effective applicable FCC Orders, as each may be amended, stayed, voided, repealed or supplemented from time to time.

1.34 "Frame Relay Service" means a connection-oriented packet-switched data communications service that allows for the Interconnection of Local Area Networks ("LANs") or other compatible customer equipment for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit ("PVC") connections implemented over joint Interconnection facilities utilizing a switch dedicated to high-speed data services.

1.35 "Frame Relay Trunks" means special access digital transmission facilities connecting the Parties' respective Frame Relay Service IPs and used for the provision of Frame Relay Service.

1.36 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology that transmits up to 768 kbps simultaneously in both directions on a twisted pair copper loop plant channel using any one of several line codes including a 2 Binary / Quaternary ("2B1Q") line code. It may also transmit up to 1544 kbps simultaneously in both directions on two (2) pair of twisted two-wire copper loop plant channel using any one of several line codes including a 2B1Q line code.

1.37 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, BA is an Incumbent Local Exchange Carrier.

1.38 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Maine, is an Incumbent Local Exchange Carrier.

1.39 "Information Services" is As Defined in the Act.

1.40 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's switched voice information services platform (i.e., 976, 550, 540, 970, 940).

1.41 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.42 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

1.43 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-

ISDN”) provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.44 "Interconnection" is As Described in the Act and refers to the connection of the network, equipment or facilities of one carrier with the network, equipment or facilities of another carrier for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.45 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.46 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.47 "InterLATA Service" is As Defined in the Act.

1.48 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of a transmission.

1.49 "IntraLATA Toll Traffic" means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.50 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.51 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.52 "Local Exchange Carrier" or "LEC" is As Defined in the Act. The Parties to this Agreement are or will shortly become Local Exchange Carriers.

1.53 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, within a given local calling area, or expanded area service ("EAS") area, as defined in BA's effective Customer Tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission.

1.54 "Main Distribution Frame" or "MDF" means the ultimate point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center.

1.55 "Meet-Point Billing" or "MPB" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

1.56 "Mid Span Fiber Meet" means an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon technically feasible Point of Interconnection (POI), utilizing a fiber hand-off and, at the delivering carrier's option, may interface with such carrier's collocated equipment to gain access to unbundled Network Elements.

1.57 Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" means an arrangement whereby each LEC prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the LEC provides.

1.58 "Municipal Calling Service" is a calling service arrangement provided on a non-optional basis to Customers in municipalities served by more than one exchange or locality where toll charges would normally apply. Calls between exchanges or localities serving the same municipality are not chargeable as toll except for calls originating from coin (public and semi-public) telephones, terminating at public telephones, or made to or from foreign exchange lines unless dial tone for the foreign exchange line is provided from a central office serving some portion of the municipality in which the foreign exchange line service address is located.

1.59 "Network Element" is As Defined in the Act.

1.60 "Network Interface Device" or "NID" means the BA-provided interface terminating BA's Telecommunications network on the property where the Customer's service is located at a point determined by BA. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to BA's network.

1.61 "Network-to-Network Interface" or "NNI" means the specification for how a Frame Relay Switch sends and receives data from another Frame Relay network. The NNI Port Connection provides connection of a Frame Relay Trunk, including 56 and a64 kbps DDS, 1.536 Mbps/DS1, 45 Mbps/DS3 and CIS Cross Connects, to Bell Atlantic's XA-FRS Network.

1.62 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.63 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs: "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also

known as a "Service Access Code" or "SAC Code", is typically associated with a specialized Telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.64 "Number Portability" or "NP" is As Defined in the Act.

1.65 "NXX", "NXX Code" or "End Office Code" means the three-digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.66 "Party" means either BA or Mid-Maine and "Parties" means BA and Mid-Maine.

1.67 "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide Number Portability for all customers and service providers.

1.68 "Port Element" or "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.69 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated Interconnection.

1.70 "Rate Center" or "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is the finite geographic point identified by a specific V&H coordinate (as defined in Bellcore Special Report SR-TSV-002275), located within the Rate Center Area and used by that LEC to measure distance for the purpose of billing Customers for distance sensitive Telephone Exchange Services and Toll Traffic.

1.71 "Rate Demarcation Point" means the point where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins, determined in accordance with FCC rules, this Agreement and BA standard operating practices.

1.72 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for the distance-sensitive transport charges of switched access services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Rating Point may be an End Office location. or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, each "LEC Consortium Point of

Interconnection” shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.73 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

1.74 “[Intentionally Left Blank.]

1.75 “Route Indexing” means the provision of Interim Number Portability through the use of direct trunks provisioned between End Offices of BA and Mid-Maine over which inbound traffic to a ported number will be routed.

1.76 "Service Control Point" or "SCP" means a node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.77 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.78 “Single Bill/Multiple Tariff” shall mean that one bill is rendered to the IXC from all LECs who are jointly providing access service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one billing account number using each Party’s appropriate access Tariffs. The bill could be rendered by or on behalf of, either of the Parties.

1.79 “Strapping” means the act of installing a permanent connection between a Point of Termination Bay and a collocated interconnector’s Physical Collocation node.

1.80 “Switched Access Detail Usage Data” means a category 1101XX record as defined in the ATIS/OBF Exchange Message Interface (EMI) SR-320.

1.81 “Switched Access Summary Usage Data” means a category 1150XX record as defined in the ATIS/OBF Exchange Message Interface (EMI) SR-320.

1.82 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone

Toll Service. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, 900 access and 500 access when used as a Switched Exchange Access Service as opposed to a local service.

1.83 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s).

1.84 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base transmission rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate.

1.85 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA's "Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services" which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. §252(f).

1.86 "Technically Feasible Point" is As Described in the Act.

1.87 "Telecommunications" is As Defined in the Act.

1.88 "Telecommunications Carrier" is As Defined in the Act.

1.89 "Telecommunications Service" is As Defined in the Act.

1.90 "Telephone Exchange Service", sometimes also referred to as "Exchange Service", is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched Telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched Telecommunications network.

1.91 "Telephone Exchange Service Call" or "Telephone Exchange Service Traffic" means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (101XXX) call. Telephone Exchange Service Traffic is transported over Traffic Exchange Trunks.

1.92 "Telephone Toll Service" or "Toll Traffic" is As Defined in the Act.

1.93 "Transit Traffic" means any traffic that originates from or terminates at Mid-Maine's network, "transits" BA's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Service" provides Mid-Maine with the ability to use its connection to a BA Tandem for the delivery of calls which originate or terminate with Mid-Maine and terminate or originate from a carrier other than BA, such as another CLEC, a LEC other than BA, or a wireless carrier. In these cases, neither the originating nor terminating customer is a Customer of BA. This service is provided through BA's Tandems and applies only where the terminating End Office of the third carrier subtends the BA Tandem. "Transit Traffic" and "Transit Service" does not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.94 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.95 "Unbundled Local Loop" or "ULL" or "Loop" means a transmission path that extends from the Main Distribution Frame, DSX panel or functionally comparable piece of equipment in the Customer's serving Central Office to the Rate Demarcation Point (or Network Interface Device ("NID") if installed) in or at a Customer's premises. The actual bop transmission facilities used to provide a ULL may utilize any of several technologies.

1.96 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.97 "Wire Center" means a building or portion thereof which serves as Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

1.98 "800/888" services refers to a ten digit toll service in which the end user party receiving the call is responsible for payment of all charges associated with such calls rather than the calling party. References to "800/888" or "1-800" shall include any future toll-free designation provided for such services by the North American Numbering Plan Administrator.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, or rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision). Terms defined in this Agreement include the plural as well as the singular. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision. The words "include" and "including" shall not be construed as terms of limitation.

The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the Telecommunications industry as of the Effective Date of this Agreement, and shall be interpreted in accordance with the definition or its use in the FCC Regulations.

To the extent a Bellcore, ANSI or other technical document is cited in this Agreement, the cite shall be deemed to refer to the most recent version of that document.

2.2 If any provision contained in this main body of the Agreement, any Exhibit hereto or any Tariff expressly incorporated herein cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail.

2.3 This Agreement shall be interpreted in accordance with Applicable Law.

3.0 SCOPE

This Agreement sets forth the terms and conditions under which Mid-Maine and BA will interconnect their respective networks and the terms and conditions pursuant to which BA will provide wholesale services and unbundled Network Elements in the State of Maine to enable Mid-Maine to provide Telecommunications Services consistent with both Parties' rights and obligations set forth in the Act and other Applicable Law. Mid-Maine warrants and represents that it is a Telecommunications Carrier ("TC") under the Act.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall include Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, Internet Traffic and Ancillary Traffic (including Frame Relay Service traffic). Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA on Exhibit E. Exhibit E may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect additional or changed Interconnection Points in Maine pursuant to subsection 4.1.3 by attaching one or more supplementary addenda to such Exhibit.

4.1 Scope of Traffic

4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA 800/888 traffic, between Mid-Maine Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a BA Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 19 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 19 below;

Operator Services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 19 below;

Choke Trunks for traffic congestion and testing;

Frame Relay Trunks for the transmission and routing of Frame Relay Service traffic, in accordance with Section 7 below; and

Others as may be requested and agreed to by the Parties.

For each BA tandem Mid-Maine interconnects with, Mid-Maine will need one trunk group for each of the following types of traffic: Local/IntraLATA Toll/Transit Traffic; InterLATA Toll Traffic; 911 Traffic; and, if such services are requested by Mid-Maine, a separate trunk group for Directory Assistance/Operator Services Traffic and a separate trunk group for BLV/BLVI Traffic.

4.1.2 To the extent required by Section 251 of the Act, this Agreement provides for Interconnection to each Party's network at any technically feasible point of Interconnection ("POI"). For the purposes of this Agreement, the Parties agree that Interconnection for the transport and termination of traffic may take place at a terminating End Office, a Tandem, any mutually agreed upon Mid-Span Fiber Meet arrangement as provided in Section 4.3 below and/or other points as specified herein, including the following points on BA's network:

- (a) the line-side of a local switch;
- (b) the trunk-side of a local switch;
- (c) the trunk Points of Interconnections for a Tandem switch;
- (d) Central Office cross-connect points;
- (e) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases;
- (f) the points of access to unbundled Network Elements as described in 47 C.F.R. § 51.319; and
- (g) and any other technically feasible Point of Interconnection, subject to the criteria contained in 47 C.F.R. § 51.305(b)-(f).

4.1.3 Each Party shall establish Interconnection Points ("IPs") at the BA Tandem and End Office Host locations as set forth in this Section 4.1.3. The mutually agreed upon IPs on the Mid-Maine network from which Mid-Maine will provide transport and termination of traffic to its Customers and/or functionalities shall be designated as the Mid-Maine Interconnection Points ("Mid-Maine IPs"). The mutually agreed upon IPs on the BA network from which BA will provide transport and termination of traffic to its Customers and/or functionalities shall be designated as the BA Interconnection Points ("BA IPs").

4.1.3.1 Subject to the remainder of this Section 4.1.3, unless otherwise agreed by the Parties in writing after the Effective Date, the BA IP(s) for the transport and termination of traffic originating on Mid-Maine's network (or, in the case of Meet Point Billing Traffic or Transit Traffic, originating on a third party carrier network) shall, at Mid-Maine's option, be either the BA terminating End Office Host serving the subject BA End Office Remotes and BA Customers, or BA's Local and IntraLATA Toll Traffic Tandem subtended by the terminating End Office Host serving the BA Customers, which Tandem as of the Effective Date is located in Portland, Maine (the "BA Portland Tandem"). However, if the volume of traffic delivered by Mid-Maine to BA destined for any individual BA End Office Host exceeds a volume threshold of one (1) DS-1 for at least three (3) consecutive months or for at least six (6) months during any twelve (12) month period, upon receipt of a written request from BA, Mid-Maine shall establish direct end office trunking to the subject BA End Office Host. Mid-Maine may effect such direct trunking by self-provisioning direct trunking to a Mid-Maine or third party Collocation site at the subject BA End Office Host, or by purchasing dedicated transport (without requiring, in such case, Mid-Maine to collocate at the subject BA End Office Host) from BA from a Mid-Maine Collocation site at a BA End Office Host or the BA Portland Tandem to the subject BA End Office Host at the rates set forth in this Agreement for dedicated transport.

4.1.3.2 Subject to the remainder of this Section 4.1.3, unless otherwise agreed by the Parties in writing after the Effective Date, the Mid-Maine IP for transport and termination of traffic originated on BA's network (or, in the case of Meet Point Billing Traffic or Transit Traffic, originating on a third party carrier network) shall be a Collocation site POI established by Mid-Maine (pursuant to the terms of Section 13 hereof) at the BA Portland Tandem. However, if the volume of traffic delivered by BA to Mid-Maine originating from any individual BA End Office Host exceeds a volume threshold of one DS-1 for at least three (3) consecutive months or for at least six (6) months during any twelve (12) month period, upon receipt of a written request from BA, Mid-Maine shall establish a Mid-Maine IP at the subject BA End Office Host. Mid-Maine may effect an IP at such BA End Office Host by designating a Mid-Maine or third party Collocation site at the subject BA End Office Host as the Mid-Maine IP, or by compensating BA for dedicated transport (without requiring, in such case, Mid-Maine to collocate at the subject BA End Office Host) from the subject BA End Office Host to a Mid-Maine Collocation site at a BA End Office Host or the BA Portland Tandem at the rates set forth in this Agreement for dedicated transport.

4.1.3.3 At any time that Mid-Maine offers additional IPs to any Telecommunications Carrier, Mid-Maine shall offer BA the option of delivering traffic to those Mid-Maine IPs for the NXXs or functionalities served by those IPs.

4.1.3.4 At any time that Mid-Maine establishes a Collocation site POI at a BA End Office Host, either Party may request that such Mid-Maine Collocation site POI be established

as the Mid-Maine IP for traffic originated by BA Customers served by that End Office Host. Such request shall be negotiated pursuant to the Joint Network Implementation and Grooming Process, and approval shall not be unreasonably withheld or delayed.

4.1.4 The Parties agree that Mid-Maine's IP locations as specified in Section 4.1.3 hereof meet BA's requirement that Mid-Maine establish geographically-relevant IPs, and that, other than pursuant to the arrangements specified in this Section 4.1, Mid-Maine shall not be obligated to provide additional IP locations at which BA may deliver traffic that is originated on BA's network. However, nothing in this Agreement shall prevent either Party from requesting or agreeing to provide additional IPs.

4.1.5 The Parties shall configure separate trunk groups (as described in subsection 4.1.1 above) for traffic from Mid-Maine to BA, and for traffic from BA to Mid-Maine, respectively; however, at either Party's request, the trunk groups shall be equipped as two-way trunks for testing purposes. As provided in Section 10 below, and at the point when measuring capability becomes available, the Parties agree to begin discussing in good faith, as part of the Joint Process, the feasibility of implementing a combination of separate trunk groups into a single two-way trunk group.

4.1.6 Prior to the implementation of two-way trunking, the Parties agree to undertake good faith negotiations to modify this Section 4.0, if and as necessary, to reflect the terms that the Parties have agreed upon with respect to migration to such trunking arrangements.

4.2 Physical Architecture

4.2.1 In each LATA identified on Exhibit E, the Parties shall utilize the Mid-Maine -IP(s) and BA-IP(s) designated in such Exhibit as the points from which each Party will provide the transport and termination of traffic.

4.2.2 Mid-Maine shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the BA-IPs:

- (a) a Physical or Virtual Collocation facility Mid-Maine establishes at the BA-IP; and/or
- (b) a Physical or Virtual Collocation facility established separately at the BA-IP by a third party with whom Mid-Maine has contracted for such purposes; and/or
- (c) an Entrance Facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed to point on Mid-Maine's network.

4.2.3 Mid-Maine shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13. BA shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 Mid-Maine may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the Mid-Maine-IPs:

(a) upon reasonable notice to Mid-Maine, a Physical or Virtual Collocation facility BA establishes at the Mid-Maine-IP;

(b) a Physical or Virtual Collocation facility established separately at the Mid-Maine-IP by a third party with whom BA has contracted for such purposes; and/or

(c) an Entrance Facility and transport (where applicable) leased from Mid-Maine (and any necessary multiplexing), where such facility extends to the Mid-Maine-IP from a BA-IP in the LATA.

4.2.6 BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a Mid-Maine-IP pursuant to Section 13. Mid-Maine shall provide the transport and termination of the traffic beyond the Mid-Maine-IP.

4.2.7 BA may order from Mid-Maine any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this Section 4.2, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 below and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

4.2.9 Both Parties will use commercially reasonable efforts to provide a diverse, reliable network that incorporates the most practicable technologies. Mid-Maine and BA shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.2.10 Mid-Maine and BA shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.2.11 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specifications and interfaces generally utilized by BA and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to interfaces.

4.3 Alternative Interconnection Arrangements

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (a) a Mid-Span Fiber Meet arrangement in accordance with the terms of this Section 4.3, or (b) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms BA offers such SONET services to other carriers. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement that utilizes both wireless and wireline facilities, Mid-Maine agrees to bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement, up to and including the optical to electrical multiplexer necessary to effect a fiber hand-off to BA.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. A Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on (a) the Parties having sufficient capacity at the requested location to meet such request, (b) unrestricted 24-hour access for both Parties to the requested location, (c) other appropriate protections as deemed necessary by either Party, and (d) an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period. Upon a request for the establishment of a Mid-Span Fiber Meet, the Parties will meet within a reasonable time period to negotiate in good faith whether they will agree to enter into such an arrangement and, if so, the appropriate terms and conditions. In addition, if BA is required by Applicable Law to establish a Mid-Span Fiber Meet arrangement with Mid-Maine, BA shall do so on terms that are nondiscriminatory and that are consistent with the requirements of Applicable Law and, in such case, the Parties will incorporate such terms into this Agreement.

4.3.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic, dial-up switched Internet Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit utilization for other traffic types and unless and until the Parties have agreed on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Fiber Meet arrangement shall be conditioned on the resolution of

the technical and other issues described in this Section 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Fiber Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Fiber Meet arrangement for access to such Elements, shall be limited to that which is required by Applicable Law, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.4 Interconnection Points for Different Types of Traffic

Each Party shall make available Interconnection Points and facilities for routing of traffic from those Interconnection Points designated herein. Any additional traffic that is not covered by the terms of this Agreement shall be subject to separate negotiations between the Parties, except that (a) either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current Switched Exchange Access rates for such traffic, and (b) upon a bona fide request from either Party, the Parties will exercise commercially reasonable efforts to conclude an agreement covering the exchange of such traffic.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic, dial-up switched Internet Traffic, Transit Traffic, translated LEC IntraLATA 800/888 traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Switching System Hierarchy and Trunking Requirements

5.2.1 For purposes of routing Mid-Maine traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to Mid-Maine, the subtending arrangements between Mid-Maine Tandem Switches (or functional equivalent) and Mid-Maine End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Mid-Maine maintains for the routing of its own or other carriers' traffic.

5.2.2 Traffic Exchange Trunk group connections will be made at a DS-1 level unless otherwise agreed to by the Parties. Higher speed connections shall be made, when and where available, in

accordance with the Joint Implementation and Grooming Process described in Section 10, or as may be agreed to by the Parties.

5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.4 In the event the traffic volumes between any two Central Office Switches exceed the CCS busy hour equivalent of one (1) DS-1 for at least three (3) consecutive months or for at least six (6) months during any twelve (12) month period, the Parties will establish new one-way direct trunk groups to the applicable End Office Host(s) as soon as reasonably possible consistent with the grade of service and quality parameters set forth in the Joint Plan (e.g., in Section 10.1.2 hereof).

5.2.5 It is expected that both Parties will make all good faith efforts to monitor their trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. The Parties agree to use modular trunk engineering techniques where practical.

5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Traffic Exchange Trunks over the physical Interconnection arrangements where such arrangements exist for the transport and termination of Telephone Exchange Service Traffic as follows:

5.3.1 Subject to Section 10.1.5, the Parties shall each initially configure a separate trunk group which may be provisioned as a two way trunk group and used one way, as a direct transmission path between each Mid-Maine designated Mid-Maine Switch and each BA Switch. Switches will be designated as part of the Joint Grooming Process.

5.3.2 BA and Mid-Maine will allow each other to route their intrastate and interstate switched access service traffic over the Traffic Exchange Trunk Groups, pursuant to the rates, terms and conditions specified in each Party's effective intrastate and interstate access Tariffs or at generally available and prevailing rates, terms and conditions.

5.4 [INTENTIONALLY OMITTED.]

5.5 Grades of Service

The Parties shall engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Process as set forth in Section 10 and Section 4, and any service standards established herein or in relevant FCC or Commission regulations or proceedings. BA shall provide a grade of service that is at least on parity with what it provides itself, its own Customers, and its Affiliates.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call carried over the Traffic Exchange Trunks; provided, however, that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.6.2 Measurement of billing minutes (except for originating 800/888 calls) shall be in actual conversation seconds. Measurement of billing minutes for originating 800/888 calls shall be in accordance with applicable Tariffs.

5.6.3 Where CPN is not available in a LATA for greater than ten percent (10%) of the traffic, the Party sending the traffic shall provide factors to determine the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request when a Party is passing CPN but the other Party is not properly receiving or recording the information. The Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. BA's delivery of Traffic to Mid-Maine that originated with a third carrier is addressed in Section 7.2. Where Mid-Maine delivers Traffic (other than Local Traffic) to BA, except as may be set forth herein or subsequently agreed to by the Parties, Mid-Maine shall pay BA the same amount that such carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by Mid-Maine. Compensation for the transport and termination of traffic not specifically addressed in this subsection shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.

5.7.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.2 The Parties shall compensate each other for the transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 below. These rates are to be applied at the Mid-Maine-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Mid-Maine. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the Mid-Maine-IP, except as set

forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic.

5.7.3 (a) The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or InterLATA or IntraLATA Toll Traffic. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3 of this Agreement. In addition, the Reciprocal Compensation arrangements set forth in this Agreement are not applicable to special access, private line or any other traffic that is not switched by the receiving Party.

(b) It is BA's position that Internet Traffic is not Local Traffic. By entering into this Agreement, Mid-Maine shall not be deemed to have agreed with BA's position. Notwithstanding the foregoing, the Parties agree that the Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Internet Traffic. Without in any way implying that compensation of any sort is or is not required under Applicable Law for delivery of Internet Traffic, the Parties agree that compensation for dial-up, switched Internet Traffic (in which the end user Customer initiating a call and the Internet service provider through which access to the Internet is obtained are both in the same local calling area) and Local Traffic delivered by a Party (the "First Party") to the other Party (the "Second Party") shall be governed exclusively by the following terms:

(i) For Local Traffic and dial-up, switched Internet Traffic delivered by the First Party to the Second Party during the period from and including the Effective Date to and including February 25, 2000, the First Party shall compensate the Second Party as follows:

(A) at a rate equal to the applicable Reciprocal Compensation rate for termination of Local Traffic (without in any way implying that Internet Traffic is Local Traffic) set forth under this Agreement, for that portion of traffic up to and including a 1.5 to 1 traffic ratio (the term "traffic ratio" as used in this Agreement referring to the ratio of (x) the sum of Local Traffic and dial-up, switched Internet Traffic minutes of use ("MOUs") delivered by the First Party to the Second Party to (y) the sum of Local Traffic and dial-up, switched Internet Traffic MOUs delivered by the Second Party to the First Party, in each case during the same monthly billing period);

(B) at a rate equal to the lesser of (I) the End Office rate for termination of Local Traffic (without in any way implying that Internet Traffic is Local Traffic) set forth under this Agreement or (II) \$.002 per minute of use, for that portion of traffic greater than a 1.5 to 1 traffic ratio, but less than a 5 to 1 traffic ratio; provided, however, that in the case of Mid-Maine being the First Party, the foregoing rate shall apply only so long as Mid-Maine delivers its traffic to BA's applicable serving End Office Host and, absent such delivery, a rate equal to BA's Tandem Office rate for termination of Local Traffic shall apply; and

(C) at a rate equal to the lesser of (I) the End Office rate for termination of Local Traffic (without in any way implying that Internet Traffic is Local Traffic) set forth under this Agreement or (II) \$.001 per minute of use, for that portion of traffic greater than or equal to a 5 to 1 traffic ratio; provided, however, that in the case of Mid-Maine being the First Party, the foregoing rate shall apply only so long as Mid-Maine delivers its traffic to BA's applicable serving End Office Host and, absent such delivery, a rate equal to BA's Tandem Office rate for termination of Local Traffic shall apply.

(ii) For Local Traffic and dial-up, switched Internet Traffic delivered by the First Party to the Second Party during the period from and including February 26, 2000 to and including September 23, 2002, the First Party shall compensate the Second Party as follows:

(A) at a rate equal to the applicable Reciprocal Compensation rate for termination of Local Traffic (without in any way implying that Internet Traffic is Local Traffic) set forth under this Agreement, for that portion of traffic up to and including a 1.5 to 1 traffic ratio;

(B) at a rate equal to the lesser of (I) the End Office rate for termination of Local Traffic (without in any way implying that Internet Traffic is Local Traffic) set forth under this Agreement or (II) \$.001 per minute of use, for that portion of traffic greater than a 1.5 to 1 traffic ratio, but less than a 5 to 1 traffic ratio; provided, however, that in the case of Mid-Maine being the First Party, the foregoing rate shall apply only so long as Mid-Maine delivers its traffic to BA's applicable serving End Office Host and, absent such delivery, a rate equal to BA's Tandem Office rate for termination of Local Traffic shall apply; and

(C) at a rate equal to \$.0001 per minute of use, for that portion of traffic greater than or equal to a 5 to 1 traffic ratio; provided, however, that in the case of Mid-Maine being the First Party, the foregoing rate shall apply only so long as Mid-Maine delivers its traffic to BA's applicable serving End Office Host and, absent such delivery, a rate equal to BA's Tandem Office rate for termination of Local Traffic shall apply.

(iii) The foregoing compensation structure is premised on the Parties having agreed to the provisions set forth in this Agreement at Section 4.1.3 with respect to Interconnection Points.

(iv) The foregoing compensation structure shall apply unless and until the FCC, the Commission or a court of competent jurisdiction orders a generally applicable compensation structure for dial-up, switched Internet Traffic, at which time such FCC, Commission or court ordered compensation structure shall apply.

(c) The foregoing compensation structure for dial-up, switched Internet Traffic and Local Traffic shall not apply to Internet Traffic over which telephony is conducted ("Internet Telephony"). Compensation for Internet Telephony shall be subject to the rates set forth in BA's access Tariffs; provided, however, the Parties agree to abide by any legally effective order of the FCC, the

Commission or a court of competent jurisdiction regarding the compensation structure applicable to Internet Telephony.

5.7.4 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be as specified in subsection 14.5.

5.7.5 Subject to Section 5.7.3(b) hereof, the designation of Traffic as Local or non-Local for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end communication, regardless of the entities involved in carrying any segment of the communication, unless otherwise determined by the FCC, the Commission or a court of competent jurisdiction.

5.8 Municipal Calling Service

The Parties shall work cooperatively to facilitate each Party's public service obligations as required by the PUC to provide its end user Customers with toll free Municipal Calling Service ("MCS"). Such cooperation shall include the sharing of certain account and toll free municipal ("TFM") codes on a daily or other mutually agreeable basis and working with other industry participants to satisfactorily resolve MCS related measurement and billing issues associated with implementation of IntraLATA presubscription.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between Mid-Maine's Telephone Exchange Service Customers and Interexchange Carriers ("IXC's").

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 At Mid-Maine's request, the Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to Mid-Maine's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Mid-Maine's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an BA Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch Mid-Maine utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem Switch BA utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA Tandem(s) will be sub-tended by each Mid-Maine End Office Switch. Mid-Maine's End Office switch shall sub-tend the BA Tandem that would have served the same Rate Center on BA's network.

6.2.5 Nothing in this Section shall preclude Mid-Maine from establishing alternative arrangements with IXC's for the origination and termination of the access traffic of its end users.

6.3 Meet-Point Billing Arrangements

6.3.1 Subject to the terms of Section 5.3.2 hereof, Mid-Maine and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Local Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Mid-Maine and BA will use commercially reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party.

6.3.6 The rate elements to be billed by each Party to the terminating carrier are as set forth in BA's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing

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percentages for each Rating Point/BA Local Serving Wire Center combination shall be calculated in accordance with the following formulas:

$$a / (a + b) = [\text{CLEC}] \text{ Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA serving Wire Center and the actual point of interconnection for the MPB arrangement.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide Mid-Maine with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 Mid-Maine shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To Mid-Maine: Mid-America Computer Corporation
Attn: Tape Librarian
111 Admiral Drive
Blair, Nebraska 68008

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To BA: New York State Intrastate Access Pool
c/o ACM
1309 Main Street
Rotterdam Junction, NY 12150
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Nothing contained in this Section 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in Section 26 hereof).

6.3.14 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section 6.3.

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future, unless a particular type of traffic is addressed elsewhere in this Agreement.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 [INTENTIONALLY OMITTED.]

7.2 Tandem Transit Service ("Transit Service")

7.2.1 "Transit Service" means the delivery of certain traffic between Mid-Maine and another Local Exchange Carrier by BA over the Telephone Exchange Service Trunks, where both carriers' End Offices subtend a BA Tandem. The following traffic types may, at the originating carrier's option, be delivered: (a) Local Traffic, dial-up switched Internet Traffic or IntraLATA Toll Traffic originated from Mid-Maine to such LEC and (b) Local Traffic, dial-up switched Internet Traffic or IntraLATA Toll

Traffic originated from such LEC and terminated to Mid-Maine where BA carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.2.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:

(a) Mid-Maine shall pay BA for Local Traffic, dial-up switched Internet Traffic and IntraLATA Toll Traffic that Mid-Maine originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on BA for the delivery or termination of such traffic, including any switched access charges; and

(b) BA shall pay Mid-Maine for Local Traffic, dial-up switched Internet Traffic and IntraLATA Toll Traffic terminated to Mid-Maine from such LEC at the appropriate weighted compensation rate set forth in Section 5.7.3(b) hereof, or (where BA delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at Mid-Maine's applicable switched access rates, whichever is appropriate.

7.2.3 BA expects that all networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

7.2.4 Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC or other LEC to which it sends, or from which it receives, Local Traffic that transits the other Party's facilities over Traffic Exchange Trunks. Each Party will, upon request, provide the other Party with all reasonable cooperation and assistance in obtaining such arrangements. If either Party fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide written notification of such Agreement, including the relevant rates therein, to the other Party, but continues to utilize the other Party's Transit Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, then the Party utilizing the Transit Service shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay the other Party any charges or costs such terminating third party carrier imposes or levies on the other Party for the delivery or termination of such Traffic, including any switched access charges. In addition, neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal Local Traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that does not utilize the Transit Service of the first Party. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

7.2.5 Mid-Maine shall bill Bell Atlantic appropriate call terminating rates and Bell Atlantic will collect settlements from the ITC.

7.2.6 Transit Traffic shall be routed over the Traffic Exchange Trunks described in Section 5 above.

7.3 911/E911 Arrangements

7.3.1 BA and Mid-Maine will work cooperatively together to arrange with the appropriate State of Maine county and municipal coordinators to obtain and maintain a list consisting of each municipality in BA's service territory that subscribes to Basic 911 Service. The list will contain a 10-digit directory number representing the appropriate emergency answering position for each municipality subscribing to Basic 911 Service.

7.3.2 Both Parties shall arrange to accept 911 calls from their Customers in municipalities that subscribe to Basic 911 Service. The Parties shall translate the 911 call to the appropriate 10-digit directory number from the list provided by BA and then route the call to the other Party at the appropriate Tandem, End Office or other designated location over the same trunk group(s) that other traffic is sent.

7.3.3 BA and Mid-Maine will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in the State of Maine.

7.3.4 At such time as the State of Maine adopts E911 service, the Parties will comply with the following additional terms and conditions for the provision of 911/E911 service:

(a) Mid-Maine will interconnect to the BA 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which Mid-Maine provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). BA will provide Mid-Maine with the appropriate CLLI codes and specifications of the Tandem serving area.

(b) Path and route diverse Interconnections for 911/E911 shall be made at the Mid-Maine-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

(c) BA will provide Mid-Maine with an electronic interface through which Mid-Maine shall input and provide a daily update of 911/E911 database information related to appropriate Mid-Maine Customers. BA will provide, as permitted by the Commission to Mid-Maine, the Master Street Address Guide ("MSAG") so that Mid-Maine can ensure the accuracy of the data transfer. Additionally, BA shall assist Mid-Maine in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit subscriber number of each PSAP.

(d) BA and Mid-Maine will use their best efforts to facilitate the prompt, robust, reliable and efficient Interconnection of Mid-Maine systems to the 911/E911 platforms.

(e) BA and Mid-Maine will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or State of Maine county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.5 Mid-Maine will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.3.6 Mid-Maine and BA will comply with all Applicable Law pertaining to the provision of 911/E911 services in the State of Maine.

7.4 Frame Relay Service Traffic

The following provisions shall apply only to Frame Relay Service traffic (including Exchange Access Frame Relay Service traffic) between BA and Mid-Maine.

7.4.1 The Parties shall establish Frame Relay Trunks between the mutually-agreed upon Frame Relay Service BA-IP and Mid-Maine-IP in the LATA.

7.4.2 BA shall bill Mid-Maine its full tariffed charges for all components of the Exchange Access Frame Relay Service provided, including Frame Relay Trunks, where BA has provisioned such trunks, and a network to network interface ("NNI"). However, where and to the extent that said Frame Relay Service is used to deliver local and intraLATA Frame Relay traffic between the parties, Mid-Maine shall be entitled to bill BA a reciprocal charge, equal to the Local Delivered Traffic Percentage (calculated as described in Section 7.4.3) multiplied by the sum of the following:

(a) BA's tariffed charge for the Exchange Access Frame Relay NNI Port Connection;

(b) (i) where BA has provisioned the Frame Relay Trunks, BA's tariffed charge for the Frame Relay Trunk; or (ii) where Mid-Maine has provisioned Frame Relay Trunks through a Mid-Maine Collocation at the BA Frame Relay Switch, a charge for the use of the Mid-Maine Frame Relay Trunk equal to the lesser of the Mid-Maine's generally available charge for such Frame Relay Trunk or BA's tariffed charge for its own Frame Relay Trunk; and

(c) a charge for the use of Mid-Maine's NNI (or equivalent), equal to the lesser of Mid-Maine's generally available charge for such NNI or BA's tariffed charge for its own Exchange Access Frame Relay NNI.

7.4.3 The Local Delivered Traffic Percentage described in Subsection 7.4.2 above shall be

determined as follows:

(a) Mid-Maine shall determine the percentage of local and intraLATA Toll Frame Relay traffic being exchanged and multiply that percentage by:

(b) the percentage of Frame Relay Traffic that is being delivered by BA to Mid-Maine (initially presumed to be fifty percent (50%), but subject to revision as new evidence warrants).

7.4.4 Upon reasonable request, the Parties shall provide to each other the physical address end points for each PVC/CIR in order to determine the jurisdictional nature of the traffic, subject to treatment as confidential information as set forth in Section 29.4 hereof.

7.4.5 For Frame Relay trunks used solely for the purpose of carrying local and intraLATA Frame Relay traffic, the Parties may agree to provision a Frame Relay mid-span meet pursuant to section 4.3. In the case of a Frame Relay mid-span meet, compensation for the Frame Relay traffic carried over the Frame Relay Trunks shall be based upon the proportion of facilities provided by each Party.

7.4.6 This Agreement does not alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. The Parties may pass local Frame Relay Service traffic and Exchange Access Frame Relay Service traffic over the same Frame Relay Trunks.

7.4.7 Where either Party requests a reclassification of Frame Relay Trunks that are used to provide Frame Relay Services that are in service on the date that this Agreement is signed, and the requested reclassification does not require a physical reconfiguration, rearrangement, disconnection, or other change of or to facilities or equipment used to provision the services, then the other Party shall assess only its relevant service order or records change order charges to the requesting Party.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office ("NXX") Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement. Each Party shall use commercially reasonable efforts to program and update its switches in a timely manner after notification of the assignment of NXX codes or new numbers.

8.3 Upon discovery that a switch has not been properly updated, a Party shall promptly notify the other Party in writing, at its address for notices set forth in Section 29.12 or to such other address as the notified Party has provided to the informing Party. Notification by facsimile to such address shall be deemed sufficient. The notified Party shall act promptly to rectify the problem. If, after receipt of notification, the notified Party does not rectify the problem within twenty-four (24) hours of receipt of notification, and the requesting Party has fully complied with the applicable guidelines set forth in the LERG, then the notified Party shall be liable for liquidated damages in the amount of three hundred dollars (\$300.00) per day until the problem is rectified (for the avoidance of any doubt, the first day upon which such damages would apply being the day after receipt of notification of the problem). No damages shall apply if the requesting Party has not fully complied with the applicable guidelines of the LERG or if such Party requested an NPA/NXX opening date that is shorter than the standard date as set forth in the LERG.

8.4 Unless the Commission provides otherwise (e.g., in a general proceeding or in the approval of a Tariff), the Rate Center Areas will be the same for each Party. Subject to the immediately preceding sentence, Mid-Maine shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA. In all areas where BA and Mid-Maine service overlap, each Party shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry (in the manner adopted by the NANP) or the Commission adopts alternative methods of utilizing NXXs. Either Party may request that the Commission approve alternate Rate Center Areas and/or Rate Center Points or take action to minimize the unnecessary use of NXXs. If Mid-Maine makes a filing (tariff or otherwise) that directly or indirectly changes Mid-Maine's Rate Center Areas or Points, then Mid-Maine shall provide BA with actual notice of such filing, thus allowing BA to participate in any Commission proceedings that address Mid-Maine's proposed changes.

8.5 Mid-Maine will also assign a Routing Point for each of its NXX codes. Mid-Maine shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center

Area but not necessarily within the Rate Center Area itself.

8.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain Mid-Maine's choices regarding the size of the local calling area(s) that Mid-Maine may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation

The Parties shall each use their commercially reasonable efforts to install and maintain a reliable network. Mid-Maine and BA will cooperate as reasonably necessary and will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will apply sound network management principles to alleviate or to prevent congestion.

9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not materially interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

9.3 Interference or Impairment

If either Party reasonably determines that the characteristics and methods of operation used by the other Party will materially interfere with or impair its provision of services, the affected Party shall have the right, subject to and, to the extent consistent with, Applicable Law, to discontinue service to the extent it reasonably determines that such discontinuation of service is necessary to prevent such interference or impairment, in accordance with the following:

9.3.1 The discontinuing Party must give the other Party (and any other contributing carrier) at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within a reasonable time period.

9.3.2 The discontinuing Party shall concurrently provide a copy of the notice provided to the other Party under subsection 9.3.1 above to the appropriate federal and/or state regulatory bodies.

9.3.3 Notice in accord with subsections 9.3.1 and 9.3.2 above shall not be required in emergencies and either Party may immediately discontinue service if failure to discontinue would cause

imminent and substantial harm to the Party's network or ability to provide service to its Customers. In such case, however, the discontinuing Party shall use commercially reasonable means to notify the other Party and the appropriate federal and/or state regulatory bodies. If other reasonable means of avoiding the harm are known, available, and can reasonably be utilized, the Party shall not discontinue without notice as set forth above.

9.3.4 In the case where the interference is caused by one Party's use in conjunction with other carrier's use of the affected Party's facilities, then the affected Party shall treat all such carriers in a non-discriminatory manner.

9.3.5 Upon correction of the interference or impairment, the discontinuing Party will promptly renew service to the other Party. During such period of discontinuance, there will be no compensation or credit allowance for the related interruptions.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to itself, an Affiliate and/or any other carrier whose network is connected to that of the providing Party. Mid-Maine and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes - Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 86-79 as may be amended from time to time.

9.6 Fraud

Notwithstanding anything else in this Agreement, the Parties agree to work cooperatively to minimize fraud associated with providing Telecommunications Services to their Customers as set forth below:

(a) The Parties agree to cooperate to prevent, identify, and cure unauthorized use or fraud associated with clip on fraud, third-number billed calls, calling card calls, information provider calls, abuse of remote access features, off-hour abuse, network and/or PBX hacking, and viruses, and any

other services related to this Agreement. The Parties shall meet at least two times a year (either in person or by phone) to discuss ways to minimize or prevent unauthorized use.

(b) BA shall make available to Mid-Maine fraud prevention features (including any prevention, detection, or control functionality) that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed. Mid-Maine shall make available to BA fraud prevention features (including prevention, detection, or control functionality) in accordance with applicable Tariffs or as otherwise mutually agreed.

(c) Until such time as partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems, such as the LIDB fraud alert and monitoring system, is made available to Mid-Maine, BA shall, whenever fraud alert indicators are activated on Mid-Maine accounts, promptly inform Mid-Maine of any indications of fraud. The Parties agree to work together to establish processes and mechanisms regarding the provision of such information and to develop fraud detection and prevention systems that will benefit both Parties.

(d) A Party shall promptly notify the other whenever it suspects or knows of unauthorized use of wholesale services, Network Elements, or any other facilities or services provided hereunder and shall assist the other in the identification of responsible individuals, the preparation and presentation of relevant information to federal, state and/or local officials for the purpose of prosecuting those individuals responsible for the unauthorized use of the wholesale services, Network Elements, or any other facilities or services and in any legal actions that one or both may bring against third parties responsible for the unauthorized use of any of wholesale services, Network Elements, or any other facilities or services provided hereunder. A Party shall provide, where requested and where available, any relevant call information, including the number on which the call was received, the translated number, the circuit number, the date and time of call, call duration, switch information, and identification of trunk type.

(e) Both Parties shall use commercially reasonable efforts to prevent, identify and cure unauthorized or fraudulent use in connection with services provided hereunder. If a Party knows of such unauthorized or fraudulent use, and such Party fails to act in a commercially reasonable manner to report to the other Party (unless the other Party is already aware of the same, as in a circumstance where the other Party reported to the first Party the existence of the unauthorized or fraudulent use), and to cure the unauthorized or fraudulent use (where it is within its lawful control and its commercially reasonable capability to so cure), and where such failure was not caused in part by the failure of the other Party to promptly give notice of information in its possession regarding the occurrence of the fraudulent or unauthorized use, then, subject to the applicable limitations of liability contained in this Agreement, the first Party shall bear the entire amount of the liability incurred after the passage of a commercially reasonable period of time in which to effect cure after the first Party actually knew of the unauthorized or fraudulent use (as opposed to after the time when the First Party suspected of the same where, for example, one or more fraud alert indicators was activated). If both Parties failed to act in a commercially reasonable manner, they shall share on a pro rata basis any financial responsibility for the

unauthorized or fraudulent use. If within a commercially reasonable period of time the Parties are unable to agree on the appropriate financial responsibility for the unauthorized or fraudulent use, either Party may submit the matter for resolution pursuant to the dispute resolution procedures set forth in Section 29.10 hereof. The activation of fraud alert indicators alone generally would not constitute knowledge of unauthorized or fraudulent use of services and, rather, would only serve as a trigger for notice by BA to Mid-Maine of such activation as set forth herein; in such case, BA's knowledge of fraud generally would come only via notification thereof by Mid-Maine (after Mid-Maine had conducted an investigation of the circumstances underlying the fraud alert indicator activation or otherwise).

(f) This Section shall apply to all wholesale services, Unbundled Network Elements and other services and facilities provided in or under this Agreement.

10.0 JOINT NETWORK CONFIGURATION AND GROOMING PROCESS; AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

10.1 Joint Network Configuration and Grooming Process

On or before thirty (30) days following the Effective Date, unless the Parties agree to a different date, Mid-Maine and BA shall jointly develop an implementation and grooming process (the "Joint Grooming Process"). The network architecture established in the Joint Grooming Process shall be in accordance with the following:

10.1.1 The Parties shall implement physical architecture consistent with the guidelines defined in Section 4.0 and the terms and conditions set forth in the Joint Grooming Process.

10.1.2 The Parties shall establish standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to and on parity with interoffice trunks within BA's network and in accord with any applicable service quality requirements established by the Parties, the FCC, or the Commission, and all appropriate relevant industry-accepted quality, reliability and availability standards. Final trunk provided by either Party for Interconnection services will be engineered using at least a design blocking objective of B.01. (Blocking Level B.01-high-day-network-busy-hour blocking standard as defined in Bellcore's special report- (Bellcore-SR RAP000191)).

10.1.3 The Parties shall develop the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects.

10.1.4 The Parties shall meet in good faith to coordinate, as necessary, their respective plans for disaster recovery.

10.1.5 The Parties shall meet in good faith to develop a process for migration from one-way to two-way Interconnection Trunks within a commercially reasonable period of time after use of such two-way Interconnection Trunks is technically feasible in Maine.

10.1.6 The Parties shall meet in good faith to establish the procedures to govern any Mid-Maine request for information concerning BA network facilities that Mid-Maine may purchase as unbundled Network Elements.

10.1.7 The Parties shall designate, on or before the Effective Date, respective points of contact to be available twenty-four hours a day, seven days a week, in case of emergency or other urgent matters hereunder.

10.1.8 The Parties shall meet in good faith to discuss and consider additional technically feasible and geographically relevant IP(s) in the LATA as provided in subsection 4.1.4 above.

10.1.9 The Parties shall meet in good faith to discuss such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

10.1.10 The Parties shall each establish a defined account executive and process for communicating on a regular basis.

10.1.11 The Parties shall establish such other procedures as they agree are necessary to promote efficient Interconnection.

Nothing in this Section 10.1 shall affect either Party's obligation to meet the milestone dates set forth in Exhibit E. If good faith discussions fail to meet the established objectives in Sections 10.1.4-6 and 10.1.8 within a reasonable time period, or if the Parties are unable to develop or finalize any terms and conditions as required by this section of the Joint Grooming Process, the Parties shall resolve any issues in dispute pursuant to Section 29.10.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be in parity to that provided by each of the Parties to itself or any subsidiary, Affiliate, or third party. For purposes of this Agreement, the determination of parity will include interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or technically equivalent services under like Interconnection circumstances. If either Party is unable to fulfill its obligations under this Section 10.2, it shall notify the other Party of its inability to do so and will identify remedial steps that it will take to promptly meet its obligation. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to any other carrier whose network is connected to that of the providing Party.

10.3 [INTENTIONALLY OMITTED.]

10.4 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, Mid-Maine shall provide BA a one (1) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next four (4) quarters. The forecast shall be updated and provided to BA on an as-needed but no less frequently than quarterly basis. All forecasts shall include Access Carrier Terminal Location ("ACTL"), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Mid-Maine-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.4.1 Initial Forecasts/Trunking Requirements. Because BA's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments to whom Mid-Maine decides to market its services, BA will be largely dependent on Mid-Maine to provide accurate trunk forecasts for both inbound (from BA) and outbound (from Mid-Maine) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate Local Traffic to Mid-Maine as Mid-Maine provides to terminate Local Traffic to BA, unless Mid-Maine expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks Mid-Maine suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to Mid-Maine is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Mid-Maine's previous forecasts have proven to be reliable and accurate.

10.4.2 Monitoring and Adjusting Forecasts. BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Mid-Maine's suggestion or request pursuant to the procedures identified in subsection 10.4.1 above. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the

actual traffic volume experienced; provided, however, where BA has leased the subject trunks from Mid-Maine, BA shall not disconnect such trunks without Mid-Maine's written consent; provided further that where the unwarranted trunks have been leased by BA from Mid-Maine, Mid-Maine may not charge BA for such trunks. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold Mid-Maine financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that Mid-Maine suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold Mid-Maine financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, Mid-Maine may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold Mid-Maine financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.4.3 Reciprocal Responsibility. To the extent that BA requires Mid-Maine to install trunks for delivery of traffic to BA, Mid-Maine may apply the same procedures with respect to BA's trunking requirements.

10.4.4 Future Forecasts/Trunking Requirement The Parties agree to determine and develop reciprocal forecast requirements at the end of two (2) years following the Service Activation Date (as set forth in Exhibit E).

10.4.5 Both Parties will work to ensure that enough facilities are available in order to avoid network blockage. The Parties will regularly inform each other of trunks in service, trunks required, and trunk group utilization. When dedicated final trunk group(s) reach sixty percent (60%) utilization, BA will contact Mid-Maine, or Mid-Maine will contact BA, to discuss forecasts, and plans for potential relief. The objectives of such discussion would be to develop a relief plan that would include either final trunk group augmentation within thirty (30) days or less from the date of the initial contact, and/or the augmentation or establishment of new End Office groups within forty-five (45) days or less from the date of the initial contact, and to keep final trunk groups from exceeding the design blocking objective of B.01.

10.5 Demand Management Forecasts

10.5.1 Mid-Maine will furnish BA with good faith demand management forecasts to enable BA to effectively plan its network infrastructure and work force levels to accommodate anticipated Mid-Maine demand for BA services and products. Such forecasts will describe Mid-Maine's expected needs for service volumes, and timeframes for service deployment, by wire center. Mid-Maine agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the confidentiality

provisions defined in subsection 29.4 below, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement and shall be provided to BA employees on a need to know basis.

11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

Subject to Sections 11.1 through 11.4 below, BA shall offer to Mid-Maine nondiscriminatory access to Network Elements as set forth in Sections 11.5 through 11.15, and as may otherwise be required by the FCC or the Commission from time to time, on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement and Applicable Law (including, without limitation, the applicable provisions of the First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 98-147 (released March 31, 1999), as it is in effect from time)(but without waiving any of its rights under Applicable Law), but only to the extent provision of such Network Elements is required by Applicable Law.

11.1 The Parties acknowledge that it is BA's position: (a) that the United States Supreme Court in AT&T Corporation, et al. v. Iowa Utilities Board, et al., 119 S. Ct. 721, 1999 Lexis 903, 142 L. Ed. 2d 834 (January 25, 1999) set aside prior FCC and Commission orders, decisions and rules prescribing the Network Elements that BA must provide; and, (b) that, as a consequence, BA is not required by Applicable Law to provide Network Elements to Mid-Maine until the effective date of an FCC order that, in accordance with the decision of the United States Supreme Court in AT&T Corporation, et al. v. Iowa Utilities Board, et al., 119 S. Ct. 721, 1999 Lexis 903, 142 L. Ed. 2d 834 (January 25, 1999), prescribes the Network Elements that must be provided by BA pursuant to the Act; provided, however, that Mid-Maine reserves all rights it may have to take a different position. However, subject to any provision of Applicable Law or this Agreement permitting BA to terminate the provision of Network Elements, BA agrees to voluntarily provide to Mid-Maine, on an individual, uncombined basis, the Network Elements identified in this Agreement in accordance with this Agreement until the effective date of an FCC order which, in accordance with the decision of the United States Supreme Court in AT&T Corporation, et al. v. Iowa Utilities Board, et al., 119 S. Ct. 721, 1999 Lexis 903, 142 L. Ed. 2d 834 (January 25, 1999), prescribes the Network Elements that must be provided by BA pursuant to the Act. Upon the effective date of such FCC order, BA's obligation to provide Network Elements under this Section 11.1 shall terminate and, except to the extent the provision of a Network Element is required by Applicable Law, BA may terminate the provision of any Network Element (including, but not limited to, any facility, equipment, feature, function or capability, identified in this Agreement as a Network Element); provided, however, if in such case BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties, the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues public notice that BA is not required to provision a particular Network Element. Nothing contained in this Section 11.1 shall be deemed to require BA to provide a combination of Network Elements. Nothing contained in this Section 11.1 shall be deemed

to constitute agreement by BA that any item identified in this Agreement as a Network Element is (a) under Applicable Law, a Network Element, or (b) a Network Element BA is required by Applicable Law to provide to Mid-Maine.

11.2 Notwithstanding anything to the contrary in this Agreement, BA shall be obligated to provide a combination of Network Elements only to the extent provision of such combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a combination of Network Elements to Mid-Maine, the terms, conditions and prices for the combination (including, but not limited to, the non-recurring charge to compensate BA for the combination, terms and conditions defining the combination and stating when and where the combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in BA's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such combination of Network Elements, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.3 The Parties acknowledge that it is BA's position that BA is not required by Applicable Law to provide combinations of Network Elements to Mid-Maine until the effective date of an unstayed FCC order which, in accordance with the decision of the United States Supreme Court in AT&T Corporation, et al. v. Iowa Utilities Board, et al., - U.S. -, 1999 Lexis 903 (January 25, 1999), prescribes the Network Elements that must be provided by BA pursuant to the Act; provided, however, that Mid-Maine reserves all rights it may have to take a different position..

11.4 Nothing contained within this Agreement shall limit any right either Party may have under Applicable Law to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed, or invalidated, the decision of the United States Supreme Court in AT&T Corporation, et al. v. Iowa Utilities Board, et al., - U.S. -, 1999 Lexis 903 (January 25, 1999).

11.5 Available Network Elements

Subject to Sections 11.0 to 11.4, BA shall provide Mid-Maine access to the following:

11.5.1 Local Loops, as set forth in Section 11.6;

11.5.2 The Network Interface Device, as set forth in Section 11.8;

11.5.3 Switching Capability, as set forth in Section 11.7;

11.5.4 Interoffice Transmission Facilities, as set forth in Section 11.9;

11.5.5 Signaling Links and Call-Related Databases, as set forth in Section 17;

11.5.6 Operations Support Systems, as set forth in Section 11.10;

11.5.7 Operator Services and Directory Assistance, as set forth in Section 19; and

11.5.8 such other Network Elements in accordance with subsection 11.12.

11.6 Unbundled Local Loop (“ULL”) Types

Subject to the terms of this Section 11.0, BA shall allow Mid-Maine to access the following Unbundled Local Loop (“ULL”) types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 11.6 and at the rates set forth in Exhibit A.

11.6.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

11.6.2 "4-Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

11.6.3 "2-Wire ISDN Digital Grade ULL" or "BRI ISDN" (Premium Link) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

11.6.4 “2-Wire ADSL-Compatible ULL” or “ADSL 2W” is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. The upstream and downstream ADSL power spectral density masks and dc line power limits in BA TR 72575, Issue 2 must be met. ADSL-compatible local loops are subject to availability.

11.6.5 “2-Wire HDSL-Compatible ULL” or “HDSL 2W” consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 2-Wire HDSL-compatible local loops are subject to availability.

11.6.6 “4-Wire HDSL-Compatible ULL” or “HDSL 4W” consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 4-Wire HDSL-compatible local loops are subject to availability.

11.6.7 “4-Wire DS-1-compatible ULL” (Digital Grade Loop) provides a channel which provides 1.544 Mbps digital transmission path between a Customer premises and a Mid-Maine Collocation node at a BA Central Office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

11.6.8 BA will make Analog 2-Wire ULLs, BRI ISDN ULLs, Analog 4-Wire ULLs, 4-Wire DS-1-compatible ULLs, ADSL 2W ULLs, HDSL 2W ULLs and HDSL 4W ULLs available for purchase by Mid-Maine at any time after the Effective Date.

11.6.9 “Digital Designed Loops” consist of digital Loops that meet specific Mid-Maine requirements for metallic Loops over 18,000 feet and/or for conditioning of ADSL, HDSL or BRI ISDN (Premium) Loops. Digital Designed Loops may include requests for:

- (a) 2W Digital Designed Metallic ULLs with total loop lengths of 18,000 to 30,000 feet, unloaded with an option to remove bridged tap;
- (b) 2W ADSL ULLs of 12,000 to 18,000 feet with an option to remove bridged tap;
- (c) 2W ADSL ULLs of less than 12,000 feet with an option to remove bridged tap;
- (d) 2W HDSL ULLs of less than 12,000 feet with an option to remove bridged tap;
- (e) 4W HDSL ULLs of less than 12,000 feet with an option to remove bridged tap;
- (f) 2 W Digital Designed Metallic ULLs with BA-placed ISDN Loop extension electronics;
and
- (g) Swap to a spare facility, where available.

Subject to availability, technical feasibility and the terms of this Section 11.0, BA shall make Digital Designed Loops available to Mid-Maine at any time after the Effective Date, at the rates set forth in Exhibit A. If the Commission should require changes to such rates shown in Exhibit A as a condition to allowing these rates to go into effect, the Parties shall amend Exhibit A to reflect the rates prescribed by the Commission.

11.6.9.1 The following ordering and provisioning procedures shall apply to the Digital Designed Loops:

(a) BA will pre-qualify ADSL, HDSL, and BRI ISDN ULLs to check for the availability of facilities and to ensure that the Loop being provisioned meets the technical characteristics of a digital ULL able to provide compatible ADSL, HDSL, or BRI ISDN signals, as applicable. Mid-Maine may use such Loops to offer SDSL or IDSL services, but neither BA's prequalification process nor its Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above. If the Central Office in question has not been pre-qualified on a mechanized basis, Mid-Maine may request a manual Loop qualification. The rates that Mid-Maine shall pay for manual and mechanized Loop qualification are shown in Exhibit A.

(b) If a Loop does not qualify, Mid-Maine may request further analysis of the Loop via an engineering work order to determine whether this result is due to the presence of load coils, excessive bridged tap, or Loop length. The rates for engineering work orders are shown in Exhibit A.

(c) BA will undertake to condition or extend the Loop, in accordance with this Section 11.6.9, at the rates set forth in Exhibit A, upon receipt of Mid-Maine's order for a Digital Designed Loop. Mid-Maine shall place this order by delivering to BA a valid electronic transmittal service order (when available) or another mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

11.6.9.2 Where conditioning or Loop extensions are requested by Mid-Maine, eighteen (18) business days will generally be required to complete the Loop analysis and the construction work involved in conditioning/extending the loop, in addition to regular service installation intervals. Once the analysis and conditioning tasks are complete, at the earliest possible time, but no more than seventy-two (72) hours from completion of the work, BA shall provide Mid-Maine the firm order commitment date by which the ULLs covered by Mid-Maine's service order will be installed.

11.6.9.3 If Mid-Maine requires a change in scheduling, it must contact BA to issue a supplement to the original order. If Mid-Maine cancels the request for conditioning after a Loop analysis has been completed but prior to the commencement of construction work, Mid-Maine will be responsible for an engineering work order charge. If Mid-Maine cancels the request for conditioning after the Loop analysis has been completed and after construction work has started or is complete, Mid-Maine will be responsible for an engineering work order charge as well as the charges associated with the conditioning tasks performed.

11.6.9.4 BA shall qualify, on a mechanized basis, its Central Offices located in Portland, Lewiston, Bangor and Augusta, Maine for ADSL services not later than the end of the fourth quarter of 1999; in addition, BA shall qualify, on a mechanized basis, its Central Offices located in Orono and Waterville, Maine for ADSL services not later than the end of the first quarter of 2000. If Mid-Maine provides to BA, from time to time, good faith estimates in writing of its demand for ADSL services in particular BA Central Offices in Maine that have not been qualified for ADSL services on a

mechanized basis, BA shall, in good faith, give reasonable consideration to such estimates in determining which Central Offices BA will next qualify on a mechanized basis.

11.7 Unbundled Switching Elements

Subject to this Section 11.0, BA shall make available to Mid-Maine the local Switching Element and tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with the terms and conditions of and at the rates specified in Exhibit A.

11.8 Network Interface Device

Subject to this Section 11.0, at the reasonable request of Mid-Maine, BA shall permit Mid-Maine, at Mid-Maine's own cost, to connect a carrier's Loop to the Inside Wiring of a Mid-Maine Customer's premises through BA's NID, so long as adequate space capacity exists on BA's NID. In such case, Mid-Maine must establish, at Mid-Maine's own cost, the connection to BA's NID through an adjoining network interface device deployed by Mid-Maine, at Mid-Maine's own cost. BA shall have no obligation with respect to any conflicts between service providers regarding access to the Mid-Maine Customer's premises and Inside Wire.

11.9 Unbundled Inter Office Facilities

Subject to this Section 11.0, BA shall provide Mid-Maine Inter Office Facilities ("IOF"), unbundled from switching, unbundled interoffice facilities, and other services as required by Applicable Law, at the rates, terms and conditions set forth in Exhibit A. Unbundled IOF transport provides transmission between central offices within the same LATA. There are two types of IOF transport: dedicated and shared. Dedicated IOF transport provides Mid-Maine exclusive use of the interoffice facility while shared IOF transport carries transmission from several different carriers, including BA.

11.10 Operations Support Systems

Subject to this Section 11.0, BA shall provide Mid-Maine with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with the requirements of Applicable Law. BA and Mid-Maine recognize that the New York Public Service Commission ("NYPSC") is conducting a comprehensive review of BA's Operations Support Systems in proceeding 97-C-0271. Pursuant to this proceeding, BA is establishing an Operations Support System that meets its commitments to the NYPSC and its commitments under the Act. BA shall make available to Mid-Maine the Operations Support System created and approved in this proceeding, to the extent applicable to services to be provided by BA to Mid-Maine hereunder and to the extent required by Applicable Law. In such case, BA shall incorporate the Operations Support System and make it available to Mid-Maine as promptly as commercially reasonable. Notwithstanding the above, to the extent that the Operations Support System, or provisions required by the NYPSC are not applicable, clearly impossible to implement in Maine, or inappropriate for Maine

because of factual or operational differences, either Party may seek an appropriate modification. If the Parties are unable to agree on an appropriate modification, either Party may submit the matter to dispute resolution pursuant to Section 29.10 hereof.

11.11 Limitations on Unbundled Access

11.11.1 BA shall only be required to provide ULLs and Ports as required by Applicable Law and where such Loops and Ports are available.

11.11.2 Mid-Maine may access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist, and each ULL or Port shall, in the case of Collocation, be delivered to Mid-Maine's Collocation node by means of a Cross Connection.

11.11.3 BA shall provide Mid-Maine access to its Unbundled Local Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if Mid-Maine orders one or more ULLs provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to Mid-Maine. If, however, no spare physical ULL is available, BA shall within three (3) business days of Mid-Maine's request notify Mid-Maine of the lack of available facilities. Mid-Maine may then, at its discretion, request that BA provide facilities pursuant to special construction, at the rates set forth in Exhibit A. Mid-Maine may make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to ULLs provided under this subsection 11.11.3.

11.11.4 If Mid-Maine orders a ULL type and the distance requested on such ULL exceeds the transmission characteristics in applicable technical references, as specified below, distance extensions may be required and additional rates and charges shall apply as set forth in Exhibit A or applicable Tariffs.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393

11.11.5 Subject to Applicable Law, Mid-Maine may use any Analog 2W or Analog 4W ULL for any lawful purpose from time to time (e.g., as of the Effective Date, Mid-Maine may provision ADSL or HDSL services over Analog 2W or Analog 4W ULLs, which ULLs shall be provided by BA at the respective rates for such Analog ULLs set forth in Exhibit A hereof); provided, however, if Mid-Maine uses a Loop in a manner other than that for which it was intended (e.g., provision of ADSL services over an Analog 2W or Analog 4W ULL as opposed to over a 2-Wire ADSL-Compatible ULL), Mid-Maine shall provide some prior notice thereto (although such notice

need not be in a manner consistent with the Commission's order in Docket #s 98-806 and 98-593) and each Party reserves all rights it may have available under Applicable Law and this Agreement with respect to such use; in such case, BA makes no representation, express or implied, as to the compatibility of such use with the particular Loop type being used or the provisioning of copper facilities for such Loop.

11.12 Availability of Other Network Elements on an Unbundled Basis

11.12.1 BA shall, upon request of Mid-Maine, and to the extent required by Applicable Law, provide to Mid-Maine access to its Network Elements on an unbundled basis for the provision of Mid-Maine's Telecommunications Service as well as for the provision of its Ancillary Services (but only to the extent that use of such Network Elements to provision such Ancillary Services is required by Applicable Law). Mid-Maine shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

11.12.2 A Network Element obtained by one Party from the other Party under this subsection 11.12 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service, as well as to provision Ancillary Services (but only to the extent that use of such Network Element to provision such Ancillary Services is required by Applicable Law).

11.12.3 Notwithstanding anything to the contrary in this Section 11.12, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 11.12 except as required by the Commission or the FCC.

11.13 Provisioning of Unbundled Local Loops

The following coordination procedures shall apply, in the case of Analog 2W, Analog 4W and BRI ISDN ULLs, for conversions of "live" Telephone Exchange Services to unbundled Analog 2W, Analog 4W and BRI ISDN ULLs, as applicable (also referred to as "hot cuts"). These procedures, upon request, will also apply for conversions of "live" ADSL 2W, HDSL 2W and HDSL 4W ULLs to unbundled ADSL 2W, HDSL 2W and HDSL 4W ULLs, as applicable. These and other mutually agreed-upon procedures shall apply reciprocally for the "live" cutover of Customers from BA to Mid-Maine and from Mid-Maine to BA.

11.13.1 Mid-Maine shall request ULLs from BA by delivering to BA a valid electronic transmittal Service Order using the BA electronic ordering platform or another mutually agreed upon system. Within two (2) business days of BA's receipt of such valid Service Order, BA shall provide Mid-Maine the firm order commitment ("FOC") date by which the Loop(s) covered by such Service Order will be installed.

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11.13.2 BA agrees to accept from Mid-Maine at the time the service request is submitted for scheduled conversion of hot cut ULL orders, a desired date and time ("Scheduled Conversion Time").

11.13.3 BA shall test for Mid-Maine dial tone at the POT bay by testing through the tie cable provisioned between the BA main distributing frame and the Mid-Maine expanded Interconnection node forty-eight (48) hours prior to the Scheduled Conversion Time.

11.13.4 If either Party is unable to make a Scheduled Conversion Time, and has not given at least 48 hours prior notice thereof to the other Party, the Party unable to make the Scheduled Conversion Time shall be subject to the following:

(a) If BA misses the scheduled Conversion Time, the applicable Line Connection Charge shall be waived, and for each subsequent missed Scheduled conversion Time for the same ULL order, BA shall credit Mid-Maine with a Line Connection Charge in addition to the waived Line Connection Charge.

(b) If Mid-Maine misses the Scheduled Conversion Time, Mid-Maine shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the subsequent installation.

11.13.5 The Parties agree to take commercially reasonable measures to minimize the need to modify the Scheduled Conversion Time from that designated under Section 11.13.2. If BA misses a Scheduled Conversion Time, BA will undertake commercially reasonable efforts to expedite the subsequent installation.

11.13.6 Except as otherwise agreed by the Parties for a specific conversion such as large cutovers of ten (10) lines or more that have been negotiated, the Parties agree that the time interval expected from disconnection of BA's "live" Telephone Exchange Service to the connection of an unbundled Network Element at the Mid-Maine Collocation node will be accomplished within a window of time of sixty (60) minutes or less. BA will perform the actual physical work per circuit (i.e., the cut down of the new cross connect per circuit basis) within fifteen (15) minutes, thereby enabling the end-user (at a minimum) to make outgoing calls. BA further agrees that the translations work, if required, will be accomplished within sixty (60) minutes of the Scheduled Conversion Time, thereby enabling incoming calls to be received by the end-user. If Mid-Maine has ordered INP with the installation of a Loop, BA will coordinate the implementation of INP with the Loop conversion during the above stated intervals at no additional charge.

11.13.7 If either Party requests or approves the other Party's technician to perform services in excess of or not otherwise contemplated by the initial order, the performing Party may charge for any additional reasonable labor charges to perform such services.

11.13.8 If as the result of end user actions, (e.g., Customer not ready ("CNR")), BA cannot complete requested work activity when technician has been dispatched to the site, Mid-Maine will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order Charge and Premises Visit Charge as specified in Exhibit A.

11.14 Maintenance of Unbundled Network Elements

If (a) Mid-Maine reports to BA a Customer trouble, (b) Mid-Maine requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA facilities or equipment in whole or in part, then Mid-Maine shall pay BA a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Mid-Maine is not available at the appointed time. Mid-Maine accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If as the result of Mid-Maine instructions, BA is erroneously requested to dispatch within a BA Central Office or to a POT Bay ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Mid-Maine by BA. If as the result of Mid-Maine instructions, BA is erroneously requested to dispatch outside a BA Central Office or to a POT Bay ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Mid-Maine by BA. BA agrees to respond to Mid-Maine trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail customers or to any other similarly situated Telecommunications Carrier.

11.15 Other Terms and Conditions Including Rates and Charges

11.15.1 ULLs and other Network Elements will be offered on the terms and conditions, including rates and charges, specified herein or, at Mid-Maine's sole election, on terms stated in applicable BA Tariffs, as amended from time to time.

11.15.2 BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A as interim rates until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations. Such permanent rates shall be applied in the manner described in Exhibit A and Section 20.0 hereof.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Wholesale Rates for Resale

BA shall make available to Mid-Maine for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions set forth in this Agreement and the provisions of BA's applicable retail Tariff, as may be amended from time to time.

12.2 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and Mid-Maine shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g. Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by Mid-Maine of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties. For purposes of this Agreement, BA's Frame Relay Service offered pursuant to MEPUC No. 15 shall be considered a retail Telecommunications Service available at the applicable wholesale rate for resale. Mid-Maine may not resell such service to retail end user Customers using such service solely to complete interLATA exchange Frame Relay Service traffic.

12.3 Term and Volume Discounts

12.3.1 If BA offers a term and volume discount for resold Telecommunications Services to a Telecommunications Carrier in the State of Maine, upon receipt of a request from Mid-Maine, BA agrees to offer such term and volume discount for such resold Telecommunications Services to Mid-Maine upon the same terms and conditions agreed to between that Telecommunications Carrier and BA; provided, however, that BA shall only be required to provide such term and volume discount to the extent that Mid-Maine is not already party to a term and volume discount contract with BA (including, without limitation, by way of an amendment to this Agreement).

12.3.2 Except as set forth in Section 12.4 hereof, and subject to such reasonable restrictions as may apply, Mid-Maine may also obtain for resale, at the discount rates set forth in Exhibit A hereto any retail volume and term discount plan offered to any other end user Customer (including, but not limited to, any special toll, single Customer tariff or ICB offered).

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 Mid-Maine and Bell Atlantic shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA retail Tariffs) regarding resale or use of BA services for resale. In addition, Mid-Maine shall undertake commercially reasonable steps to ensure that its Customers comply with the provisions of BA's retail Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1 hereof, Mid-Maine shall not resell (a) residential service to business or other nonresidential Customers of Mid-Maine, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction does not violate Applicable Law. In addition, Mid-Maine shall be subject to the same limitations that

BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA has in its discretion and to the extent not prohibited by Applicable Law, discontinued offering.

12.4.3 BA shall not be obligated to offer to Mid-Maine at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a limited duration of ninety (90) days or less.

12.4.4 Upon request by BA, Mid-Maine shall provide to BA adequate assurance of payment of charges due to BA in connection with Mid-Maine's purchase of BA services for resale. Assurance of payment of charges may be requested by BA: if Mid-Maine (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to show itself to be creditworthy; (b) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is not creditworthy; or, (c) fails to timely pay a bill rendered to Mid-Maine by BA. Unless otherwise agreed by the Parties, the assurance of payment shall be in the form of a cash deposit and shall be in an amount equal to the charges for BA services that Mid-Maine may reasonably be expected to incur during a period of two (2) months. BA may at any time use the deposit or other assurance of payment to pay amounts due from Mid-Maine.

12.4.5 Mid-Maine shall not be eligible to participate in any BA plan or program under which BA end user retail Customers may obtain products or merchandise, or services which are not BA Retail Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Retail Telecommunications Services.

12.5 Disclosure of Mid-Maine Information

12.5.1 Except as set forth below, BA personnel involved in the marketing or sales of services to end user Customers or in BA's retail strategic planning or such other BA personnel that do not have a legitimate need to know in order to provision service pursuant to this Agreement, and other carriers will not have access to information defined as Proprietary Information under Section 29.4 of this Agreement provided by Mid-Maine under this Agreement.

Exceptions:

(a) Section 12.5.1 hereof shall not prohibit the disclosure to any local exchange carrier (including BA or any other carrier) of the fact that a particular end user who was previously a customer of such carrier, is no longer one of its customers.

(b) Section 12.5.1 hereof shall not prohibit the use by BA of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of BA permitted by Applicable Law.

(c) Section 12.5.1 hereof shall not preclude the disclosure to BA personnel or to other resellers of information pertaining to a Mid-Maine Customer where the Customer consents to and authorizes such disclosure pursuant to the requirements, if any, of Applicable Law.

(d) Section 12.5.1 hereof shall not prohibit attempts to sell BA services by BA employees who have access to information relating to specific orders placed by Mid-Maine under these terms and conditions, so long as:

(i) the employee spends a de minimis amount of his or her time involved in the marketing of BA services,

(ii) the employee does not utilize the Mid-Maine Customer information in such sales attempts; and

(iii) the actions of the employee are not prohibited by Applicable Law.

(e) In the case of a Customer who chooses to switch his/her/its service from Mid-Maine to BA, or to another reseller, Section 12.5.1 hereof shall not prohibit the disclosure to BA personnel, or to such other reseller, of information necessary to enable BA or such other reseller to assume the account, including the Customer's service configuration and Billed Name and Address.

(f) Section 12.5.1 hereof shall not preclude the disclosure to BA personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of his/her/its service provider.

12.6 Call Detail

Bell Atlantic shall provide all necessary call detail to allow Mid-Maine to bill its Customers in a timely and detailed fashion.

12.7 Discontinuance and Transfer of Service

12.7.1 Where Mid-Maine discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy or for any other reason, Mid-Maine shall send advance written notice of such discontinuance to BA, the Commission and to each of Mid-Maine's end users. If service to Mid-Maine is discontinued by BA pursuant to the terms of this Agreement, Mid-Maine shall send written notice to each of its end users.

(a) Such notice shall advise the end users that unless they take action to switch to a different

carrier within fifteen (15) days, provision of their service will be discontinued. Where the end user elects a specific carrier within the fifteen (15) day period, the relevant charges associated with the change shall be paid by that carrier.

(b) Should the end user elect to transfer service to BA, BA will provide service to the end user in accordance with the terms, conditions, rates and charges set forth in BA's applicable Maine retail Tariff and not the rates specified herein.

12.7.2 If a Mid-Maine end user subsequently becomes an end user of BA, Mid-Maine shall provide BA with all information necessary to enable BA to assume the end user's account, including, without limitation, the end user's service configuration and billing name and address.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 Nothing in this Agreement shall limit BA's obligation to offer Collocation to Mid-Maine in a manner that complies with the requirements of Applicable Law. BA shall offer to Mid-Maine Physical and Virtual Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if so permitted under Applicable Law, including, without limitation, if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251 (c)(6) of the Act. BA shall provide Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission.

13.2 To the extent required by Applicable Law, BA shall permit Mid-Maine to collocate Mid-Maine-provided Central Office equipment of any type that BA is required by Applicable Law to permit Mid-Maine to collocate for Interconnection or access to unbundled Network Elements, including:

- Optical Line Terminating Multiplexers ("OLTM")
- DS3-to-DS1 and DS1-to-DS0 Multiplexers
- 3/1 and 1/0 Digital Cross-Connect Systems ("DCS")
- Digital Loop Carrier DS0 Voice Grade Multiplexers
- Microwave Modem Controllers
- DSLAMs
- RSMs
- Routers
- ATM Multiplexers

If BA requests that Mid-Maine remove Mid-Maine provided Central Office equipment of any type that

BA is not required by Applicable Law to permit Mid-Maine to collocate in BA Central Offices, the Parties agree to work cooperatively to develop an orderly and efficient transition process for removal of such equipment (and replacement thereof, if applicable, by Mid-Maine with equipment that BA is required by Applicable Law to permit Mid-Maine to collocate in BA Central Offices). Unless otherwise agreed to by the Parties, the transition period shall be at most three (3) months.

13.3 To the extent required by Applicable Law, BA shall provide Collocation to Mid-Maine in a manner that complies with the requirements of Applicable Law (including, without limitation, as set forth in the First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 98-147 (released March 31, 1999), as it is in effect from time to time (the "First Report"))(but without waiving its rights under Applicable Law). The Parties acknowledge that BA has filed a State Collocation Tariff to implement the requirements of the First Report.

13.4 Mid-Maine may elect, at its sole option, to obtain Collocation from BA in Maine pursuant to the terms of any of the following: this Agreement, BA's Maine Collocation Tariff, the Collocation terms of Bell Atlantic Corporation's Federal Tariffs, Bell Atlantic – New Hampshire's Collocation Tariff, the Collocation terms of Bell Atlantic – New Hampshire's SGAT or the Collocation terms set forth in Bell Atlantic Corporation's CLEC Handbook, as each is in effect from time to time. To the extent that Mid-Maine chooses to obtain Collocation from BA under BA's Maine Collocation Tariff, the terms and conditions of this Collocation Tariff (subject to the terms and conditions set forth in this Agreement) shall apply as of the Effective Date of this Agreement on an interim basis until such time as the Commission approves applicable Tariff terms, conditions and rates.

13.5 Mid-Maine agrees to offer to BA Collocation of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as Mid-Maine may provide to other third parties. Mid-Maine shall provide such Collocation subject to applicable Tariffs.

13.6 In the course of implementation of a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide Mid-Maine with the relevant engineering requirements.

13.7 Copper Access

13.7.1 To the extent required by Applicable Law, BA shall provide copper access to Loops in accordance with the Commission's order in Docket #s 98-806 and 98-593.

13.7.2 Mid-Maine shall not use copper facilities to access BA's Portland exchange Central Offices, unless the Parties agree otherwise.

13.7.3 Mid-Maine will limit its use of innerducts at Central Offices. Mid-Maine shall not use more than two (2) innerducts to access any one Central Office. It may use those two (2) innerducts for any combination of copper and fiber facilities. The innerducts shall be 1.25 inches in inner diameter, except as set forth below. If a 1.5-inch innerduct is in place and available for use, Mid-Maine may use it. BA may dispute such use if it believes that greater overall efficiency for all carriers will be achieved by removing the 1.5-inch innerduct. If the Parties disagree about the use of an existing 1.5-inch innerduct, they shall use the dispute resolution process set forth in Section 29.10. If there is no 1.5 – inch innerduct available in a particular location, Mid-Maine may request that one (1) of the two (2) innerducts be 1.5-inch. In such case, if BA agrees to install the 1.5 inch innerduct, Mid-Maine shall pay BA the applicable special construction charges therefor, the rates for which are set forth in Exhibit A hereto; if BA believes that greater overall efficiency for all carriers will be achieved by using two (2) 1.25 innerducts (but Mid-Maine disagrees), the Parties shall use the dispute resolution process and the arbitrator may order that Mid-Maine may use a 1.5-inch innerduct only upon Mid-Maine's showing of good cause.

13.7.4 Mid-Maine shall ensure that all of its personnel that work on its network shall be trained to comply with the National Electrical Safety Code and other industry standards. Mid-Maine will, upon request by BA, provide to BA documentation demonstrating that Mid-Maine employees working on the copper network and grounding have been adequately trained to comply with the NESC and other industry standards.

13.8 Dedicated Transit Service

13.8.1 "Dedicated Transit Service" provides for the dedicated connection between a Mid-Maine Collocation arrangement established pursuant to this Agreement and/or license agreements at a BA premises and a Collocation arrangement of a third Party carrier that maintains a Collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a Cross Connection (dedicated connection) using suitable BA- provided cable or transmission facilities or any other mutually agreed upon arrangement.

13.8.2 The carrier that requests the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Alternative arrangements may be utilized if agreed upon by all three parties. Rates and charges for Dedicated Transit Service are stated in Exhibit A.

13.8.3 BA agrees that it shall make available to Mid-Maine, at Mid-Maine's sole option, any Dedicated Transit Service arrangement BA offers to another Telecommunications Carrier in Maine at the same rates, terms and conditions provided to such other Telecommunications Carrier in Maine; at the rates, terms and conditions set forth in its applicable Tariffs; or as otherwise provided by Applicable

Law.

13.9 Verification of Space Limitations

13.9.1 When sufficient space is not available to accommodate a Physical Collocation request at a BA premise, BA will, within ten (10) business days of denying a Mid-Maine request, allow a Mid-Maine representative (accompanied by a BA representative) to tour the BA premise where sufficient space is not available without charge.

13.9.2 As an alternative to the foregoing, on or before the date of such tour, BA will make the floor plans of the applicable BA premise available for review by Mid-Maine at such premise, subject to the following restrictions: (a) Mid-Maine may only view the floor plans in the presence of a BA representative, (b) BA shall not be required to provide to Mid-Maine a copy of such floor plans unless required by Applicable Law and (c) BA may redact any proprietary or competitive information from the floor plans, although in doing so BA will nonetheless exercise commercially reasonable efforts to ensure that sufficient information is nonetheless provided for reasonable review.

13.9.3 Either Party may invoke the dispute resolution provisions set forth in this Agreement with respect to any unresolved space limitation issues.

13.10 Special Construction

Prior to commencing construction associated with Mid-Maine Collocation space requests, BA shall give Mid-Maine an estimate of the proposed costs. Such construction shall be conducted by "BA authorized vendors". BA shall not charge Mid-Maine more than the estimated costs (including estimates provided by third parties acting on BA's behalf). If either Mid-Maine or BA has reason to believe that the estimated special construction costs will equal or exceed \$15,000, or if BA's estimate is for \$15,000 or more, Mid-Maine may request that BA conduct a commercially reasonable bidding process (with copies of the request and the bids supplied to Mid-Maine), at Mid-Maine's expense. If the Parties cannot agree on the amount of the costs for the bidding process, Mid-Maine may conduct its own process. In any case, however, BA may select the winning bidder, provided that, if BA has good cause not to select the lowest price bidder, it must provide Mid-Maine with reasonable justifications therefor; if Mid-Maine believes that the lowest bid should nonetheless be selected, the Parties may utilize the dispute resolution procedures set forth in this Agreement.

BA will evaluate any request that it receives from Mid-Maine to act as a "BA authorized vendor" for purposes of performing all Mid-Maine engineering and installation work required in BA premises, provided that Mid-Maine, at its own expense, demonstrates its qualifications for such a designation in accordance with the standards applied by BA to all potential "authorized vendors" on a nondiscriminatory basis. Such qualifications include, but are not limited to, documentation from a BA selected ISO 9000 Certification Company, demonstrating that the applicant meets the qualifications set forth in Telcordia's Quality Program Analysis (QPA) for Telecommunications Engineering or Installation

Suppliers (GR 2981-CORE) and adherence to all BA engineering requirements (including IP72201, IP72013, Central Office Engineering Flashes & Guidelines, TBASD Interconnect Drawings, BA 9-digit practices, as well as applicable Telcordia documentation). In such case, Mid-Maine shall provide, to BA Corporate Sourcing, information regarding Mid-Maine's finances, insurance, quality processes and other applicable documentation as required for approval by BA. BA will evaluate the Mid-Maine request in a non-discriminatory manner and shall not unreasonably deny the Mid-Maine application. However, any such approval shall not confer upon Mid-Maine any rights with respect to engineering and installation work associated with equipment within the BA network. Mid-Maine, once so authorized, shall enter a conditional contract provided by BA Corporate Sourcing for a trial period of two (2) to four (4) completed jobs. In addition, in the case of any such approval or otherwise, BA shall not be restricted from removing any vendor from its "BA authorized vendor" list for failure to conform to BA standards.

13.11 Site Inspection

BA shall allow Mid-Maine to inspect Mid-Maine Collocation sites that are being constructed (as well as potential Mid-Maine Collocation sites) on BA premises at reasonable times.

13.12 Collocation Terms and Conditions Generally

Except as provided below in Section 13.13, notwithstanding anything in any Tariff or SGAT to the contrary, the provisions set forth in this Agreement, including Sections 25 (Limitation of Liability), 26 (Indemnification), 29.4 (Confidentiality), 29.9 (Billing and Disputes), and 29.10 (Dispute Resolution) shall apply to any Collocation arrangement provided by BA to Mid-Maine.

13.13 Insurance Terms for Collocation

Notwithstanding anything to the contrary in any PUC orders in Docket #s 98-806 and 98-593, the insurance requirements set forth in the applicable Collocation Sections of the SGAT or Tariff, under which Mid-Maine selects service, shall apply, except as to Workman's Compensation and Employer's Liability Insurance, in which case Mid-Maine shall not be required to obtain insurance in excess of \$500,000 per occurrence.

13.14 Pricing

Subject to the next sentence, Mid-Maine, at its sole option, may choose to use, in lieu of other rates (and irrespective of whether Mid-Maine is purchasing out of a specific Tariff or SGAT), any of the following rates for Collocation: (a) rates, if any, filed in New Hampshire as a result of the arbitration in Docket No. [96-510]; (b) rates filed in the former Maine or present New Hampshire SGAT, or (c) rates filed in BA's Maine Collocation Tariff or (d) rates contained in Bell Atlantic Corporation's applicable Federal Tariffs. However, in accordance with the provisions of Section 20 hereof, when the Commission adopts and approves Maine specific Collocation rates, those rates shall apply to Mid-

Maine in accordance with the terms of the Commission's order or other action giving them effect.

13.15 Notice of Changes in Conditions

In those instances where BA (a) has initiated significant work activities that could reasonably be expected to affect Mid-Maine's collocated equipment or (b) is aware of any emergency or other activity that could reasonably be expected to adversely impact Mid-Maine's equipment, BA will provide Mid-Maine with notice of such activity that is reasonable under the circumstances that exist at the time. Mid-Maine will provide BA with the same notification of work activities by Mid-Maine or emergencies or other activities of which Mid-Maine is aware at any Mid-Maine location that could adversely impact BA's equipment. Mid-Maine and BA shall each post in any collocated location emergency contact numbers.

13.16 Training Charges

If Mid-Maine elects to virtually collocate, BA may only charge Mid-Maine to train those BA employees that may reasonably be expected to be responsible for Mid-Maine equipment within the scope of their duties. Mid-Maine shall be responsible for the cost of training the lesser of five (5) BA employees or fifty percent (50%) of the size of a work unit at the time of the training request. If a BA work unit that is responsible for the location in question is already trained to work on the type of equipment installed by Mid-Maine, Mid-Maine shall not be responsible for training costs. BA shall bear the responsibility for retraining its employees or for providing training to additional employees.

13.17 Reasonable Expectation of Occupancy

BA shall not reclaim Collocation space from Mid-Maine if such reclamation is prohibited under Applicable Law. If BA reclaims Collocation space from Mid-Maine, BA shall reimburse Mid-Maine for a pro-rated share of Mid-Maine's construction costs for such reclaimed Collocation space, billed by BA to Mid-Maine (and paid by Mid-Maine to BA), less reasonable salvage costs, regardless of whether or not another collocater occupies the space, provided that such reclamation is not because of improper conduct by Mid-Maine (e.g., a material, uncured default by Mid-Maine under this Agreement). If another collocater does not occupy the space, Mid-Maine must take reasonable efforts to salvage any materials that can be removed from the Collocation space. Construction costs consist of the costs of building a Collocation cage, but do not include the cost of purchasing or installing electrical wiring from equipment that Mid-Maine may remove.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

14.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission. The Parties shall provide Number Portability to each other in the event a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer (a) remains within the same central office district and within the boundary of the smallest geographical area that is significant for billing (e.g., exchange zone) as defined by the LEC to whom the ported Customer's NXX code was originally assigned and (b) elects to utilize the original telephone number(s) correspondent to the Exchange Service(s) it previously received from Party A in conjunction with the Exchange Service(s) it will now receive from Party B. Party B shall reserve the right to decide the form of number portability employed.

14.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC and/or the Commission, the Parties agree to reciprocally provide Interim Number Portability ("INP") to each other at the prices listed in Exhibit A. Such agreed-upon prices for INP are not intended to reflect either Party's views on the cost recovery mechanisms being considered by the FCC in its current proceeding on number portability issues.

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and Mid-Maine will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once Permanent Number Portability is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Permanent Number Portability. Upon implementation of Permanent Number Portability pursuant to FCC or Commission regulation, both Parties agree to conform and provide such Permanent Number Portability. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.4 Under either an INP or PNP arrangement, Mid-Maine and BA will implement a process to coordinate Number Portability cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing INP Through Remote Call Forwarding

Mid-Maine and BA will provide INP through Remote Call Forwarding as follows:

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the

Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Subject to Section 14 of this Agreement, and upon receipt of a service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B, only within the same Exchange Area as the original telephone number(s). It is Party B's responsibility to maintain a file of all LOAs pursuant to the rules of the State of Maine and/or the FCC as may be amended from time to time. Party A has the right to request an LOA should Party A have a reasonable suspicion that there is abuse. Party B must provide a positive indication on its INP requests that it has received Customer authorization. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service Trunks as if the call had originated on Party A's network. Both Parties shall comply with all Applicable Laws regarding end user selection and change of carriers.

14.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible all collect, calling card, and 3rd-number billed calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered to Party B in a mutually agreed-upon format via either electronic file transfer, magnetic tape, or other mutually acceptable medium.

14.2.3 Party A will update (in parity with the manner in which it conducts such updates with respect to its own Customers and other carriers) its Line Information Database ("LIDB") listings for retained numbers, with the screening options provided by Party B on a per order basis. Party B shall determine which of the screening options offered by Party A should apply to the Party B Customer account. Party A will cancel calling cards associated with those forwarded numbers assigned to Party B.

14.2.4 Party B will outpulse the telephone number to which the call has been forwarded to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

14.2.5 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating LEC pursuant to the Customer's instructions at the time.

14.2.6 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer. The Parties agree to work cooperatively to develop procedures or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

14.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, BA will deploy a Route Index arrangement which combines direct trunks, provisioned between BA's and Mid-Maine's end offices, with trunk side routing translations and full functionality for those CLASS services deployed in the specific BA switch. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. BA will coordinate with Mid-Maine to provide this solution in a mutually agreeable and administratively manageable manner (e.g., NXX level) so as to minimize switch resource utilization for both Parties.

14.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated at least seventy-five percent (75%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.5 Other Interim Number Portability Options

Mid-Maine may also request Direct Inward Dial Trunks pursuant to applicable Tariffs.

14.6 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree in principle that, under the INP arrangements described in subsections 14.2 and 14.3 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this subsection 14.6 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.6.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic

at the INP Traffic Rate specified in subsection 14.6.3 in lieu of any other compensation charges for terminating such traffic, except as provided in subsection 14.6.2.

14.6.2 By the Interconnection Activation Date, the Parties shall jointly estimate for the prospective six months, based on historic data of all of the Party's INP traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (a) compensation under Section 5.7.3(b) hereof ("Recip Traffic"), (b) appropriate intrastate FGD charges ("Intra Traffic"), (c) interstate FGD charges ("Inter Traffic"), or (d) handling as Transit Traffic. On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on the performing Party's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.

14.6.3 The INP Traffic Rate shall be equal to the sum of:

(Receiving Party's Recip Traffic percentage times the applicable weighted compensation rate under Section 5.7.3(b) hereof)

plus

(Receiving Party's Intra Traffic percentage times Receiving Party's effective intrastate terminating FGD rates)

plus

(Inter Traffic percentage times Receiving Party's effective interstate terminating FGD rates).

14.7 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

Notwithstanding anything to the contrary contained in this Section 14, in light of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket 95-116 (the "Order"), the Parties stipulate and agree as follows:

14.7.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory on an interim basis until the Commission mandates an alternative cost recovery mechanism for the provision of INP. For the INP functions it provides, each Party should be allowed to recover these amounts in a manner consistent with any final FCC and/or Commission order on INP cost recovery (such as a state-wide fund contributed to by all telecommunications carriers).

14.7.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.7 on the appropriate INP cost recovery mechanism, or to present such views before any relevant regulatory body or other agency as they relate to FCC or Commission actions on INP cost recovery.

14.8 Local Number Portability

The Parties shall comply with Applicable Law regarding LNP. Within a commercially reasonable period of time after the Effective Date, the Parties shall use good faith efforts to finalize terms and conditions that will apply to LNP and shall amend, as necessary, this Agreement to reflect such terms and conditions.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and Mid-Maine shall each provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

Each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties, and in conformance with Applicable Law, including 47 U.S.C. 224, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements). Where no such Tariffs exist, such access shall be provided in accordance with the requirements of Applicable Law, including 47 U.S.C. 224.

17.0 DATABASES AND SIGNALING

17.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (SS7-CCS) Interconnection in accordance with existing Tariffs, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with Applicable Law and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure SS7-CCS Interconnection from a commercial SS7-CCS hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's SS7-CCS network.

In either case, Mid-Maine shall comply with BA's SS7-CCS certification process prior to establishing CCS interconnection with BA. The SS7-CCS certification process application is appended to this Agreement as Exhibit C.

17.2 The Parties will provide SS7-CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, dial-up switched Internet Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of SS7-CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All SS7-CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. Each Party shall also provide Calling Name Delivery ("CNAM"), to the other Party if it offers such service to its own Customers, an Affiliate or another carrier. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Mid-Maine may order in-band multi-frequency (MF) wink start signaling for their trunk groups in lieu of SS7-CCS signaling. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party. MF and SS7-CCS signaling trunk groups may not be combined or receive traffic from each other.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

(c) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling (for MF type signaling).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for SS7-CCS Signaling, 800/888 database access, LIDB access, and access to other necessary databases, as follows: BA shall charge Mid-Maine in accordance with Exhibit A; Mid-Maine shall charge BA rates equal to the rates BA charges Mid-Maine, unless Mid-Maine's Tariffs for SS7-CCS signaling provide for lower generally available rates, in which case Mid-Maine shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of SS7-CCS Signaling, in which case such charges shall apply only to the third party vendor.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to Mid-Maine, or from Mid-Maine to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provides other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty days (180) days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) days after the date the Customer changes its telephone number in the case of residential Customers or other time periods as may be required by the Commission. The periods for referral announcement may be shorter if a number shortage condition is in effect for a particular NXX code. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party; provided, however, such different period shall not be less than the respective ninety (90) and one hundred eighty (180) day periods set forth above, unless permitted by Applicable Law.

18.2 Coordinated Repair Calls

Mid-Maine and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 Mid-Maine and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates or service quality. Nor shall either Party use a misdirected repair call as an opportunity to market to that Customer.

18.2.3 Mid-Maine and BA will provide their respective repair contact numbers to one another on a reciprocal basis, and as a part of the Joint Grooming Process.

18.3 Customer Authorization

18.3.1 Each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 of the FCC Rules, 47

CFR § 64.1100, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law (or as provided in subsection 18.3.1 above), the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting either Party's obligations under Section 29.4 hereof, both Parties shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. By accessing, using or disclosing Customer Proprietary Network Information, including CPNI acquired through access or use of the other Party's OSS, the accessing, using or disclosing Party represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. Such accessing, using or disclosing Party shall, upon request by the other Party, provide proof of such authorization (including a copy of any written authorization).

18.3.4 Mid-Maine, by providing to BA Customer or carrier information, does not waive any rights it has with regard to such information. Mid-Maine may use such information in any manner allowed by Applicable Law. Mid-Maine is not required to obtain a license from BA to use such information.

19.0 DIRECTORY SERVICES ARRANGEMENTS

BA will provide certain directory services to Mid-Maine as defined herein. In this Section 19 of this Agreement, references to Mid-Maine Customer telephone numbers means telephone numbers falling within NXX codes directly assigned to Mid-Maine and to numbers which are retained by Mid-Maine on the Customer's behalf pursuant to Interim Telephone Number Portability arrangements described in Section 14.0 of this Agreement.

19.1 Directory Listings and Directory

19.1.1 BA will include Mid-Maine's Customers telephone numbers in all of its "White Pages" and "Yellow Pages" directory listings (including electronic directories) and directory assistance databases associated with the areas in which Mid-Maine provides services to such Customers, and will distribute such directories to such Customers, in an identical and transparent manner in which it provides

those functions for its own Customers' telephone numbers.

19.1.2 BA will include all Mid-Maine NXX codes on appropriate existing calling charts in the BA customer Guide section of the directory in the same manner as it provides this conformation for its own NXX Codes.

19.1.3 Mid-Maine will provide BA with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in a mutually agreed upon format at no charge.

19.1.4 BA will accord Mid-Maine's directory listing information the same level of confidentiality which BA accords its own directory listing information and BA shall ensure that access to Mid-Maine's directory listing information will be used solely for the purpose of providing directory services; provided, however, that should it determine to do so, BA may use or license information contained in its directory listings, if it obtains Mid-Maine's written consent for direct marketing purposes; and so long as the Mid-Maine Customers are not separately identified as such. In connection with the foregoing, Mid-Maine may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers.

19.1.5 BA will include, without charge, an Other Local Service Provider section in its Primary White and Primary White and Yellow Page Telephone Directories. When Mid-Maine is operating with established end users in the geographic region covered by a specific White Page or Primary White and Yellow Page Directory, Mid-Maine will be included, at its request, in the Other Local Service Provider section of that specific directory. Mid-Maine will be responsible for providing the Other Local Service Provider Information Pages Input Form to Bell Atlantic Yellow Pages Company for each directory. Mid-Maine telephone numbers for installation, repair and billing departments, and logo information that appears in the directory will be in accordance with BA's generally applicable policies. Mid-Maine shall comply with the Other Local Service Provider Information Pages General Guidelines. Mid-Maine's section shall be the standard size offered to all carriers, unless Parties agree otherwise. If BA offers a larger section to another LEC, it shall offer the same to Mid-Maine under the same rates, terms and conditions.

19.1.6 BA will provide Mid-Maine with a report of all Mid-Maine Customer listings ninety (90) days prior to service order close date for that directory in such form and format as BA provides such report to other Telecommunications Carriers. Both Parties shall use their best efforts to ensure the accurate listing of such information. BA will process any corrections made by Mid-Maine with respect to its listings, provided such corrections are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

19.1.7 Yellow Page Maintenance. BA will work cooperatively with Mid-Maine so that Yellow Page advertisements purchased by Customers who switch their service to Mid-Maine (including Customers utilizing Interim Telephone Number Portability) are maintained without interruption. BA will

allow Mid-Maine Customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions that apply to BA's Customers.

19.1.8 Mid-Maine agrees to release, defend, hold harmless and indemnify (in accordance with the provisions of Section 25.2 hereof) BA from and against any and all claims, losses, damages, suits or other actions, or any liability whatsoever, suffered, made, instituted or asserted by any person or entity arising out of BA's listing of the listing information exactly as it was provided by Mid-Maine to BA hereunder.

19.1.9 Subject to Section 26.0 hereof, BA's liability to Mid-Maine in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by Mid-Maine for such listing. In addition, Mid-Maine agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to Mid-Maine's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers is subject to.

19.2 Directory Assistance (DA) and Operator Services (OS)

At the option of Mid-Maine, BA will provide Directory Assistance to Mid-Maine Customers on behalf of Mid-Maine under the following terms and conditions:

BA provides Directory Assistance ("DA") service to Mid-Maine's Customers served by Mid-Maine's own switching facilities over separate trunk groups ordered or provided by Mid-Maine to the BA Traffic Operation Position Systems ("TOPS") switch(es) designated by BA. Access to the BA DA platform from Mid-Maine's local switch requires that Mid-Maine utilize Feature Group C ("FG-C") Modified Operator Services Signaling. The Interoffice Transmission Facility ("IOF") mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the Mid-Maine location to the designated BA TOPS. Trunk terminations at the TOPS switch(es) require Mid-Maine to purchase trunk ports at rates specified in Exhibit A. For each trunk group Mid-Maine must indicate the DA option selected from those set forth in Sections 19.2.2 (a), (b) and (c) below; and/or

BA provides Mid-Maine access to DA service for Mid-Maine Customers served by BA unbundled local Switching Elements, through dedicated IOF and trunk ports between the BA End Office in which Mid-Maine has unbundled local switching ports and the BA TOPS switches. Additional per minute of use ("MOU") local switching charges, set forth in Exhibit A, will apply for all calls which interconnect from the unbundled local switching ports to the BA TOPS.

19.2.1 Directory Assistance

At Mid-Maine's option, BA will provide Mid-Maine Customers access to Telephone Directory Assistance operators via 411, 555-1212, or 1+ (NPA) 555-1212 dialing.

Rates for requests for Directory Assistance will be billed to Mid-Maine and are stated in Exhibit A.

BA will not provide Directory Assistance call allowances to Mid-Maine or Mid-Maine's Customers.

19.2.2 Directory Assistance with Branding

This service allows Mid-Maine to select only one of the three options as follows:

- (a) Mid-Maine may provide BA with a Mid-Maine branded, introductory Directory Assistance and Operator Services announcement that will be played for all Mid-Maine Customers completing DA or Operator Services calls over the trunk group to the BA TOPS. Such branding announcement may be a maximum of eighteen (18) seconds, recorded by Mid-Maine or, at Mid-Maine's request and subject to charges to be determined on an individual case basis, by BA. Mid-Maine must provide a minimum of two (2) audiocassette recordings of the Mid-Maine branding announcement.
- (b) Mid-Maine may request a BA branded announcement.
- (c) Mid-Maine may request an unbranded, generic announcement.

Rates for requests for Directory Assistance with branding will be billed to Mid-Maine and are stated in Exhibit A.

19.3 Directory Assistance Call Completion

At Mid-Maine's option BA will provide Directory Assistance Call Completion ("DACC") for automatic connection of a Mid-Maine Customer calling BA DA and the published telephone number requested.

After the BA DA operator provides the requested number, a recorded service message will offer to connect the Mid-Maine Customer to that number for a specified additional charge.

The Mid-Maine Customer can accept the offer for DACC by depressing a button (touch tone) or responding by voice (dial), as instructed by the voice message.

The DACC charge will apply as set forth in Exhibit A. In addition, for calls originating from a facilities-based Mid-Maine switch or for calls from Mid-Maine unbundled local switching line ports, there will be charges to terminate the call from the TOPS Tandem to the called party. These include applicable per minute of use Unbundled Tandem Transport Charges ("UTTC") for each call transported

between the TOPS Tandem and the originating End Office, per minute of use Tandem Transit Switching Charge ("TTSC") for each call that traverses a BA Tandem switch, and the appropriate per minute of use charges for Reciprocal Compensation ("UNRCC" or "UCRCC") depending on the terminating End Office Switch, as set forth in Exhibit A.

DACC is available to Mid-Maine residence and business Customers and from public telephones on a collect, bill to third number or calling card basis. Appropriate charges for the selected billing option will apply in addition to the DACC charge.

DACC is available with all telephone numbers in the BA DA database with the following exceptions:

- non-published telephone numbers
- InterLATA numbers
- 700, 800 and 900 numbers.

When a caller requests more than one number for Directory Assistance, DACC is offered only for the first eligible listing that was selected by the operator.

The DACC charge applies only to calls actually completed.

The DACC charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission as set forth in Section 19.4 following.

Rates for requests for DACC will be billed to Mid-Maine as set forth in Exhibit A.

19.4 Directory Assistance Credits

Directory Assistance credits will apply to Mid-Maine for directory inaccessibility, wrong numbers, cut-offs and poor transmission. When a Mid-Maine Customer reports such a call, (*i.e.* the requested number, the provided number, and the reason the provided number is incorrect) to the BA directory assistance operator, the number of calls for which a credit will apply will be developed by the BA DA operator and credited to Mid-Maine. BA will identify the specific Mid-Maine Customer to whom the credit applies in the unrated EMR billing record format.

19.5 Direct Access to Directory Assistance

Direct Access to Directory Assistance ("DADA") is a database service that provides access to BA listings to a Mid-Maine operator. The DADA database is a physically distinct entity from the BA DA database, populated with identical listing data, and updated from the same source on a daily basis.

To obtain access, Mid-Maine is required to arrange for interconnection to the database. BA will interconnect at any technically feasible point designated by Mid-Maine.

BA will provide Mid-Maine with a User Guide for training its agents.

Rates and Charges for DADA are stated in Exhibit A.

19.6 Inward Operator Services

Inward Operator Services enables Mid-Maine or its operator service provider to connect to the BA TOPS office(s) for the purpose of providing certain operator services to Mid-Maine Customers. There are two types of Inward Operator Services:

19.6.1 Busy Line Verification ("BLV"):

BLV is service wherein, at the request of Mid-Maine's Customer or operator service provider, a BA operator will attempt to determine the status of an exchange service line (*e.g.*, conversation in progress, available to receive a call or out of service) and report to Mid-Maine's Customer or operator service provider.

19.6.2 Busy Line Verification/Interrupt ("BLV/I"):

BLV/I is a service wherein, at the request of Mid-Maine's Customer or operator service provider, a BA operator will determine and report whether a conversation is in progress on an exchange service line, and then interrupt such conversation to request that it be terminated so that Mid-Maine's Customer may complete a call to the line. Mid-Maine may order Inward Operator Services under the following terms and conditions:

Inward Operator Services are provided over trunk groups ordered by Mid-Maine or its alternate operator service provider to BA TOPS switch(es) as specified by BA.

Inward Operator Services cannot be provided for ported telephone numbers, or telephone numbers which forward calls using Call Forwarding Variable service features.

BA will provide BLV and BLV/I for telephone numbers provided in its operating territory.

The BA operator will respond to one telephone number per call on requests for BLV or BLV/I.

BA will designate the TOPS switch(es) serving specific NXXs and make such information available to Mid-Maine.

Mid-Maine shall indemnify (in accordance with the provisions of Section 25.2 hereof) and save BA harmless against any and all claims of either party to the interrupted call (and of all other persons or entities) that may arise in connection with such interruption of the call by BA, except to the extent that a claim arises out of BA's negligence or intentional wrongdoing; provided, however, that for the

avoidance of any doubt, such indemnification shall apply only in the case of an interruption requested by a Mid-Maine Customer or operator service provider.

Rates and Charges for Inward Operator Services are set forth in Exhibit A.

19.7 Operator Services

At Mid-Maine's option, BA will provide for the routing of Operator Services ("OS") calls dialed by Mid-Maine Customers directly to either the Mid-Maine Operator Services platform or to the BA Operator Services platform.

BA will provide OS to Mid-Maine Customers served by Mid-Maine switches over separate trunk groups ordered or provided by Mid-Maine to the BA TOPS switch(es) as specified by BA. Access to the BA OS platform from Mid-Maine's local switch requires that Mid-Maine utilize Feature Group C Modified Operator Services Signaling. The Interoffice Transmission Facility mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the Mid-Maine location to the designated BA TOPS. Trunk terminations at the TOPS switch(es) require Mid-Maine to purchase trunk ports at rates specified in Exhibit A. For each trunk group, Mid-Maine must indicate the branding option selected as set forth in Sections 19.2.2 (a), (b), and (c) preceding; and/or

BA also will provide Mid-Maine access to OS for Mid-Maine Customers served by BA unbundled local Switching Elements, through dedicated IOF and trunk ports between the BA End Office in which Mid-Maine has unbundled local switching ports and the BA TOPS switches. Additional per minute of use ("MOU") local switching charges, set forth in Exhibit A, will apply for all calls which interconnect from the unbundled local switching ports to the BA TOPS.

19.8 0+ Mechanized Operator Calls (Calling Card, Collect, Bill to Third Number)

At Mid-Maine's option, the mechanized BA operator interface will provide Mid-Maine's Customers the ability to complete 0+ mechanized operator calls using alternate billing capabilities without live operator assistance. Alternate billing call completions can be calling card, collect or bill-to-third-number.

0+ mechanized calls may be routed over the same DA trunk groups which provide interconnection from the Mid-Maine switch or from the Mid-Maine unbundled local switching line ports to the BA TOPS.

Rates for requests for 0+ mechanized calls will be billed to Mid-Maine and are set forth in Exhibit A. In addition, for calls originating from a facilities-based Mid-Maine switch or for calls from Mid-Maine unbundled local switching line ports, there will be charges to terminate the call from the TOPS Tandem to the called party. These include applicable per minute of use Unbundled Tandem Transport Charges ("UTTC") for each call transported between the TOPS Tandem and the originating

End Office, per minute of use Tandem Transit Switching Charge ("TTSC") for each call that traverses a BA Tandem switch, and the appropriate per minute of use charges for Reciprocal Compensation ("UNRCC" or "UCRCC") depending on the terminating End Office Switch, as set forth in Exhibit A.

19.9 0- Operator Handled Calls (Calling Card, Collect, Bill to Third Number)

At Mid-Maine's option, BA will provide live operator assistance to the Mid-Maine Customer for intraLATA calls completion via 0- dialing with alternate billing capabilities. Alternate billing capabilities include calling card, collect and bill-to-third-number, station-to-station and person-to-person.

0- operator handled calls may be routed over the same DA trunk groups which provide interconnection from the Mid-Maine switch or the Mid-Maine unbundled local switching line ports to the BA TOPS.

Rates for requests for 0- operator handled calls will be billed to Mid-Maine and are set forth in Exhibit A. In addition, for calls originating from a facilities-based Mid-Maine switch or for calls from Mid-Maine unbundled local switching line ports, there will be charges to terminate the call from the TOPS Tandem to the called party. These include applicable per minute of use Unbundled Tandem Transport Charges ("UTTC") for each call transported between the TOPS Tandem and the originating End Office, per minute of use Tandem Transit Switching Charge ("TTSC") for each call that traverses a BA Tandem switch, and the appropriate per minute of use charges for Reciprocal Compensation ("UNRCC" or "UCRCC") depending on the terminating End Office Switch, as set forth in Exhibit A.

19.10 Operator Emergency Bulletin Service

At Mid-Maine's option, BA will provide Mid-Maine with emergency numbers for police, fire, ambulance and Public Safety Answering Points (PSAP) in the BA serving area so that Mid-Maine operators can connect callers directly to the proper emergency bureaus.

The BA Operator Emergency Bulletin Service lists the emergency, police, fire, ambulance and PSAP telephone numbers by municipality and in alphabetical order for each of the areas served by BA.

Operator Emergency Bulletin Service is available for use by Mid-Maine operators solely for the purpose of assisting callers in reaching an emergency bureau.

Operator Emergency Bulletin Service provides a copy of BA's own emergency bulletin. This service includes one annual copy of the bulletin plus periodic updates during the year. Other Local Exchange Carrier emergency numbers are not included.

Rates and charges for Operator Emergency Bulletin service are set forth in Exhibit A.

19.11 Operator Passthrough Service

At Mid-Maine's option, BA will provide Mid-Maine's Customers with operator passthrough service to access their presubscribed Interexchange Carrier's operators for operator assisted call completion. Such access will be available only where the presubscribed IXC provides operator services for Mid-Maine's Customers for calls originating from a particular LATA, and where the IXC OS has the capability to receive calls passed from BA within the LATA.

If an IXC does not provide operator services for Mid-Maine's Customer, BA will provide Mid-Maine's Customer with access to an IXC designated operator services provider or to a BA provided announcement which will direct Mid-Maine's Customer to contact the Customer's presubscribed IXC for dialing instructions.

The Operator Passthrough charge is applied on an operator work second basis, and rated using the 0- operator handled calls in Exhibit A.

Mid-Maine will be charged for calls passed through to either the Presubscribed IXC's operator, or to a BA provided recording indicating that the IXC does not provide service in that area.

Rates and charges for operator passthrough service are stated in Exhibit A.

20.0 COORDINATION WITH TARIFF TERMS

20.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as set forth below.

20.2 Subject to Section 20.3, wholesale discounts, unbundled Network Elements, termination of Local Traffic and Internet Traffic, Collocation, Interconnection and other services or facilities purchased or leased for the provision of Telephone Exchange Service or Exchange Access pursuant to this Agreement shall be provided at the rates and charges set forth in Exhibit A until such time as they are replaced by new permanent rates as may be ordered by the Commission in a litigated proceeding (e.g., a Commission proceeding addressing cost and price issues for Interconnection and UNEs under the Act, or a Tariff filing by BA that is suspended and actively investigated) to be applicable to Mid-Maine and/or all CLECs in Maine, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been ordered by the Commission as set forth above, the Parties shall amend Exhibit A to reflect the new approved rates. The new Commission ordered rates shall apply in accordance with the terms of the applicable Commission order (e.g., previously provided services shall not be subject to true-up to such Commission ordered rates unless provided for under such order(s)); provided, however, that each

service identified in Exhibit A with an asterisk (*) shall be subject to true-up upon the issuance of an applicable Commission ordered rate, which true-up shall include interest on the true-up amount at a rate equal to the short term U.S. Treasury bill rate from time to time.

20.3 Except where the Parties specifically and expressly agree to incorporate a Tariff or a Tariff provision, no terms or conditions contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder. Where the Parties specifically and expressly agree to incorporate a Tariff or a Tariff provision, and there is a conflict between the Tariff and this Agreement, the Agreement shall prevail.

21.0 INSURANCE

21.1 Both Parties shall maintain, during the term of this Agreement, all insurance and/or bonds required by Applicable Law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 25 hereof. At a minimum and without limiting the foregoing covenant, the Parties shall each maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence.

21.2 Mid-Maine shall name BA as an additional insured on the foregoing insurance.

21.3 Mid-Maine shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic Corporation, Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, Mid-Maine shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by Mid-Maine shall contain a clause stating: "BA - Maine shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.4 BA may elect to self insure with respect to the insurance coverage set forth in this Section 21.0.

22.0 TERM AND TERMINATION

22.1 Term

This Agreement shall be effective as of the date first above written and continue in effect until September 23, 2002 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 Termination

Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least one hundred twenty (120) days in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new Interconnection Agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs, or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available

22.3 Requests to Renegotiate

22.3.1 If either Party seeks to renegotiate this Agreement pursuant to Section 251(c)(1) of the Act, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." This request shall be deemed by both Parties to be a good faith request for Interconnection by Mid-Maine pursuant to Section 252(b) of the Act, regardless of which Party made such request. The Parties shall enter into good faith negotiations no later than sixty (60) days after such Renegotiation Request Date.

22.3.2 If either Party requests renegotiation of this Agreement pursuant to Section 22.3.1 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new Interconnection Agreement or (b) the passage of twelve (12) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within twelve (12) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise

agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new Interconnection Agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new Interconnection Agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.4 Termination for Cause

If either Party defaults in the payment of any amount due hereunder (subject to Section 29.9 hereof), or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after receipt of written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty-five (25) days prior to terminating service. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty-five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

22.5 Specific Performance

Notwithstanding Section 22.4 hereof, the Parties agree that in lieu of terminating this Agreement for a performance breach and without prejudice to this right, the non-breaching Party may use the dispute resolution procedure set forth in Section 29.10 and the Commission or arbitrator, as applicable, is not precluded from awarding equitable relief (including, without limitation, specific performance), if appropriate under Applicable Law.

22.6 Cooperation

The Parties recognize that the services provided hereunder are vital to Mid-Maine, and that upon the termination or expiration of this Agreement a successor carrier may be retained to provide such services. Recognizing that a smooth transition is in the best interest of both Parties, the Parties agree to work cooperatively to develop a transition plan and to use commercially reasonable efforts to effect an orderly and efficient transition to Mid-Maine or Mid-Maine's new vendor. The Parties agree to coordinate the transition such that the level and quality of the Interconnection, services and unbundled Network Elements is not materially degraded during the transition period, to exercise commercially reasonable efforts to effect an orderly and efficient transition, and to cooperate with the goal of ensuring uninterrupted service to their Customers during any transition period. Unless otherwise agreed to by the Parties, the transition period shall be at most three (3) months.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 CANCELLATION CHARGES

Except as provided in this Agreement, no cancellation charges shall apply for canceling a particular service or unbundled Network Element.

25.0 INDEMNIFICATION

25.1 Notwithstanding any limitations of liability or other clauses herein, each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), to third parties, relating to or arising out of: personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising from transactions or activities relating to this Agreement and to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying Party, its employees and agents, regardless of the form of action.

25.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party in writing of any written claim, lawsuit, or demand by third parties for which the indemnified Party alleges that the indemnifying Party is responsible under this Section 25 and tender the defense of such claim, lawsuit or demand to the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel.

(c) The indemnified Party will cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit. The indemnifying Party shall keep the indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In the event that the indemnifying Party elects to take on the defense of the claim, the indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

(d) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent

shall not be unreasonably withheld or delayed. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against the Loss for any amount in excess of such refused settlement or judgement. The indemnifying Party will not be liable for settlements or compromises by the indemnified Party of any claim, demand, or lawsuit unless the indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

(e) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation liability. The Parties agree to maintain in their applicable Tariffs and in their Customer agreements commercially reasonable limitations of liability to the extent consistent with Applicable Law and industry standards

25.3 Nothing herein limits any rights a Party may have to implead or join the other Party in any action that arises out of the other Party's actions or inactions under this Agreement.

26.0 LIMITATION OF LIABILITY

26.1 The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such Errors occur, except (a) in a case where one of the following apply: the indemnity obligations under this Agreement, any resulting Loss with respect to breach of the anti-fraud obligations under Section 9.7(e) hereof or payment of liquidated damages as set forth herein (e.g., to the extent set forth in Schedule 27.2 hereof); (b) as set forth in Sections 26.2 and 26.3 hereof; and (c) in cases where the Loss is caused by the other Party's willful misconduct.

26.2 Each Party shall reimburse the other for damages to the other Parties' facilities or equipment utilized to provide services herein caused by its negligence or willful acts. In instances where the damage results from the Party's willful misconduct, that Party shall also be liable for any resulting consequential damages.

26.3 Neither Party shall be liable to the other with respect to the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, special or like damages, including without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such

damages; provided, that the foregoing shall not apply in the case of willful misconduct of a Party and shall not limit a Party's obligation under Section 25.

26.4 Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable Tariff(s) or Customer agreements.

27.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

27.1 Performance Standards

BA shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

27.2 Performance Reporting

Performance reporting requirements are set forth in Schedule 27.2, appended to this Agreement. To the extent that any audit provision in Schedule 27.2 is more expansive than that provided in Section 29.11 hereof, it shall apply without limitation. Nothing in Schedule 27.2 or otherwise in this Agreement limits any obligation that BA may have to provide Mid-Maine with performance standards that meet the requirements of Applicable Law.

28.0 COMPLIANCE WITH APPLICABLE LAW ; REGULATORY APPROVAL

28.1 Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

28.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 28.3 below.

28.3 The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252, and 271 of the Act, and the Commission may issue rules or orders,

that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or any such effective rule or order of the Commission, or, in BA's reasonable determination, affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act).

28.4 In the event any Applicable Law requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this Section 28.4 and without limitation of any other modifications required by Applicable Law, the Parties agree that any modification required by Applicable Law (i) to the two-tier Reciprocal Compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of Reciprocal Compensation for the transport and termination of Local Traffic, or (iii) or that affects either Party's receipt of compensation for dial-up, switched Internet Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. The Parties agree to promptly amend this Agreement if and, to the extent, necessary to give effect to any future order of the Commission in any proceeding regarding this Agreement, including in Commission Docket #s 98-806 and 98-593.

28.5 Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

29.0 MISCELLANEOUS

29.1 Authorization

29.1.1 BA is a corporation duly organized, validly existing and in good standing under the law of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

29.1.2 Mid-Maine is a corporation duly organized, validly existing and in good standing under the law of the State of Maine, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.2 Independent Contractor

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.3 Force Majeure

29.3.1 Neither Party shall be responsible for delays or failures in performance of any part of this Agreement (except with respect to the payment of any amounts due hereunder) resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: severe and adverse weather conditions, riot, sabotage, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors (subject to Section 29.3.2 below); or any other circumstances that are also beyond the Party's reasonable control (collectively, a "Force Majeure Event"). In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

29.3.2 Notwithstanding Section 29.3.1, no delay or other failure by a Party to perform shall be excused pursuant to this Section by the delay or failure of a Party's subcontractors, materialmen, vendors or suppliers to provide products or services to the Party, unless such delay or failure is itself the product of a Force Majeure condition, and such products or services cannot be obtained by the Party from other persons on commercially reasonable terms.

29.3.3 The Parties shall cooperate and take commercially reasonable actions to limit the impact of a Force Majeure Event. Such cooperation shall include taking applicable actions as set forth in the

Joint Grooming Process and using good faith efforts to provide advance warning of a potential Force Majeure Event, if possible.

29.4 Confidentiality

29.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, forecasts, network information, usage, traffic and market data, including information provided prior to the Effective Date if revealed in the course of establishing Interconnection or negotiating this Agreement, (a) furnished by one Party to the other Party dealing with the Party's network, business plans, and/or customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (c) communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. Each Party shall have the right to correct an inadvertent failure to identify information as confidential by giving written notification. The Party receiving notification shall treat the identified information as Proprietary Information from that point on.

29.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

29.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

29.4.4 All Proprietary Information shall remain the property of the disclosing Party. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only for a period no longer than three (3) years.

29.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 29.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date and this clause shall survive the termination of this Agreement.

29.4.6 The Parties acknowledge that any disclosure or misappropriation of Proprietary Information in violation of this Agreement could cause irreparable harm, the amount of which may be extremely difficult to determine, thus potentially making any remedy at law or in damages inadequate. Each Party, therefore, agrees that the other Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Section. This right shall be in addition to any other remedy available under this Agreement.

29.4.7 The provisions of this Section shall be in addition to and not in degradation of any provisions of Applicable Law, including but not limited to 47 U.S.C. Section 222 and any FCC regulations issued pursuant thereto, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information of the Party or its Customers provided by Applicable Law. The Parties shall be responsible for complying with Applicable Law pertaining to Customer Proprietary Network Information ("CPNI") and for treating all information received from the other Party regarding that Party's Customer's CPNI as Proprietary Information and in accordance with this Agreement and Applicable Law.

29.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the law of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. Except, insofar as and to the extent federal law may apply, federal law will control.

29.6 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such certification is provided.

29.7 [INTENTIONALLY OMITTED.]

29.8 Assignment

Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation, its parent or other affiliate, with the other Party's prior written consent, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this Section shall be void and ineffective and constitute a default of this Agreement. If Mid-Maine acquires or is acquired by an entity that has an existing interconnection agreement with BA, Mid-Maine shall elect one of the following options (which election shall be at Mid-Maine's discretion in accordance with the terms of such options as set forth below) by providing written notice thereof to BA within thirty (30) days of consummation of the corporate acquisition: (a) Mid-Maine may terminate this Agreement without liability for such termination and become a party to the interconnection agreement between BA and the acquired or acquiring entity, acceding to all of the rights and assuming all of the responsibilities of the acquired or acquiring entity under such agreement; (b) Mid-Maine, if it does not merge with or into the acquired or acquiring entity (i.e., if Mid-Maine and the acquired or acquiring entity both maintain their separate legal identities after consummation of the acquisition), may continue to perform its obligations under this Agreement until this Agreement is terminated according to its terms or otherwise by agreement of the Parties; or (c) Mid-Maine may request, and BA hereby agrees to allow, the acquired or acquiring entity to terminate its interconnection agreement with BA without liability for such termination and to become a

party to this Agreement, acceding to all of Mid-Maine's rights and assuming all of Mid-Maine's responsibilities hereunder.

29.9 Billing and Payment; Disputed Amounts

29.9.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

29.9.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, nothing herein shall (a) limit the time under Applicable Law within which either Party may render a bill for services provided hereunder, (b) affect any right either Party may have under Applicable Law to challenge a bill as untimely under Applicable Law, or (c) affect either Party's obligation to make timely payment, as set forth herein for services received herein that were billed within the time period allowed under Applicable Law. Notwithstanding the foregoing, if a Party bills the other Party more than sixty (60) days after the date of provision of services or facilities hereunder, the billed Party may pay the late billed amount, in equal monthly installments (unless otherwise agreed to by the Parties), over a period equal to the number of days late that the bill was received (e.g., if the services should have been billed on June 30, but were not billed until December 30, then the billed Party shall have up to seven (7) months to pay the bill; i.e., the thirty (30) days normally allotted for payment plus six (6) months).

29.9.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) at the Billing Party's request pay all Disputed Amounts into an interest bearing escrow account with a third Party escrow agent mutually agreed upon by the Parties. However, if the Disputed Amounts, along with any other outstanding Disputed Amounts, is less than five thousand dollars (\$5,000.00), the Parties agree that the amount does not have to be placed in an escrow account (e.g., if the bona fide disputed amount in one invoice is \$2,000.00, and there is an unresolved existing bona fide dispute of \$2,000.00, then no escrow account is required).

29.9.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the

designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

29.9.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the date the Parties were each required to appoint a designated representative hereunder, then either Party may use the dispute resolution process procedure set forth in Section 29.10.

29.9.6 The Parties agree that all negotiations pursuant to this Section 29.9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

29.9.7 Any amounts not subject to a bona fide dispute that are not paid when due shall accrue interest from the date such amounts were due at the lesser of (a) one and one-half percent (1-1/2%) per month or (b) the highest rate of interest that may be charged under Applicable Law.

29.9.8 Nothing herein shall limit the time allowed by Applicable Law for a Party to dispute its obligations to pay a late bill. Moreover, neither payment of any amounts, nor acceptance of payment of any amounts, shall constitute a waiver of either Party's rights under Applicable Law regarding any amounts allegedly owed under this Agreement.

29.10 Dispute Resolution

All disputes arising under or as contemplated by this Agreement that cannot be resolved informally shall be resolved as set forth in Exhibit M hereto.

29.11 Audit Rights

29.11.1 Upon reasonable notice and subject to each Party's confidentiality obligations under this Agreement and to its other Customers and reasonable security precautions, either Party may audit the other Party's books, records (electronic or otherwise) and other documents that do or should contain information regarding any billing obligation hereunder, or the access, use or disclosure of Customer Proprietary Network Information that is made available by one Party to the other Party pursuant to this Agreement to ascertain whether the other Party is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. Any such audit shall be pursuant to the provisions set forth below.

(a) Either Party may conduct such an audit once annually for each area of dispute (for example, a Party may audit Local Traffic and Internet Traffic bills sent by the other Party, but such an audit may only take place once a year).

(b) The Parties' audit rights include, but are not limited to, conducting an audit for the purpose of evaluating the accuracy of invoices presented in respect of Local Traffic and Internet Traffic, the components of access for Meet Point Billing Traffic, the components of Frame Relay Service Traffic, the components of the INP Traffic Rate and other billing matters.

(c) The Party requesting an audit may employ such assistance as it reasonably deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement consistent with the terms of Section 29.4 of this Agreement.

29.11.2 The audited Party shall cooperate fully in any such audit, providing reasonable access at a mutually agreed upon location to any books, records, and documents and all personnel having information pertinent to the audit. No original books and records of the audited Party may leave the premises.

29.11.3 If an audit reveals substantial discrepancies, the auditing Party shall have the right to conduct another audit of the same type of data during the same calendar year.

29.11.4 Any dispute concerning audit results and recommendations shall be referred to the appropriate officials in the Parties' respective financial organizations for resolution. If they are unable, within twenty (20) days of a referral, to resolve the subject dispute, all unresolved matters shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement.

29.11.5 In addition to the foregoing audit rights, an arbitrator appointed pursuant to Section 29.10 hereof is not precluded from ordering additional audits, consistent with the procedural provisions contained in this Section 29.11, with respect to any obligation arising under this Agreement (whether or not dealing with billing or access, use or disclosure of CPNI) to the extent that the arbitrator reasonably determines that such audit is necessary to resolve the subject dispute.

29.12 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by facsimile (followed by a copy sent by certified or first class U.S. mail postage prepaid, or a copy sent by express delivery service) to the following addresses of the Parties:

Mid-Maine - BELL ATLANTIC Interconnection Agreement

To Mid-Maine:

MID-MAINE TELPLUS, INC.

Andrew H. Hinkley

Vice President/General Manager

Bangor, Maine 04401

Telephone: (207) 826-9900

Facsimile: (207) 826-9999

With a copy to:

Joe Donahue

Preti, Flaherty, Berliveau & Pachios, LLC

45 Memorial Circle

P.O. Box 1058

Augusta, Maine, 04332-1058

207-623-5300

207-623-2914 (fax)

To BA:

Bell Atlantic Corporation

1095 Avenue of Americas

40th Floor

New York NY 10036

Attn: President - Telecommunications Industry Services

Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.

Attn: Jack H. White

Associate General Counsel

1320 N. Court House Road, 8th Floor

Arlington, Virginia 22201

Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic - Maine

Mid-Maine - BELL ATLANTIC Interconnection Agreement

Attn: Don Boecke
General Counsel
185 Franklin Street, Room 1403
Boston, MA 02110
Phone: 617-743-5769

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail or personal delivery, (c) three (3) days after mailing in the case of first class or certified U.S. mail, or (d) on the date set forth on the confirmation in the case of facsimile (it being understood that the absence of a copy sent by certified or first class U.S. mail postage prepaid, or by express delivery service, shall not negate service if in fact the facsimile was received at the applicable numbers noted above).

29.13 Section 252(i) Obligations

29.13.1 To the extent required under Applicable Law, BA shall make available without unreasonable delay to Mid-Maine any individual interconnection, service or Network Element contained in any agreement in Maine to which it is a party that is approved by the Commission pursuant to Section 252 of the Act, upon the same rates, terms, and conditions as those provided in such agreement.

29.13.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

29.13.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party to the extent required under Applicable Law.

29.14 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.15 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party

have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.16 No License

29.16.1 Except as may be expressly provided herein, nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

29.16.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

29.16.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

29.16.4 BA is not aware of any software license agreements in existence as of the Effective Date that limit BA's ability to perform its obligations hereunder.

29.16.5 When entering into or extending any software license agreements after the Effective Date of this Agreement, BA shall use commercially reasonable efforts to avoid including in such agreements any terms and conditions that would limit Mid-Maine's ability to use any service, feature or facility offered or provided by BA hereunder or otherwise impede BA's ability to perform its

obligations hereunder, provided that Mid-Maine shall agree to any commercially reasonable obligations imposed by a vendor that do not involve payment by Mid-Maine of any additional fees.

29.16.6 If BA should become aware of a claim or threat of a claim from or on behalf of any of its software vendors that might limit BA's ability to perform its obligations hereunder, it shall make Mid-Maine aware of such a claim or threat as soon as reasonably possible and shall undertake commercially reasonable efforts to remedy the situation as soon as reasonably possible.

29.16.7 Nothing in this Section 29 is intended to limit any obligations that BA may have under Applicable Law to provide Interconnection, access to unbundled Network Elements or Telecommunications Services to Mid-Maine.

29.17 Technology Upgrades

Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA shall provide Mid-Maine written notice at least ninety (90) days prior to the incorporation of any such upgrades in BA's network that will materially affect Mid-Maine's service, and shall exercise reasonable efforts to provide at least one hundred eighty (180) days notice where practicable. In addition, BA shall comply with the FCC Network Disclosure rules set forth in the FCC Regulations to the extent applicable. Mid-Maine shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.18 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29.19 Entire Agreement

The terms contained in this Agreement and any Exhibits, Tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

29.20 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

29.21 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

29.22 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

29.23 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

29.24 Restructured/New Rates

Nothing in this Agreement shall affect or limit BA's right (a) to offer a new element or service not offered to Mid-Maine under this Agreement on the Effective Date of this Agreement or (b) to modify, restructure or change an existing element or service's rate structure in a manner consistent with the terms set forth in Section 20.0 hereof.

29.25 Unidentified Charges

Unless otherwise provided in this Agreement, the charges for services, unbundled Network Elements or facilities that a Party may provide to the other Party hereunder, as applicable, are set forth in Exhibit A hereto (subject to amendment thereof pursuant to the provisions of Section 20.0 hereof). Neither Party may impose any other charges on the other Party for such services, unbundled Network Elements or facilities that are not identified in Exhibit A or elsewhere herein, unless otherwise agreed to by the Parties or ordered by the Commission. Exhibit A may be modified from time to time upon mutual agreement or pursuant to Section 20.0 hereof.

29.26 Integrity of BA Network

The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Mid-Maine's ability to provide service using certain technologies, so long as such deployment does not violate Applicable Law. Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion in accordance with requirements of Applicable Law.

29.27 Merger Conditions

Entry by Mid-Maine into this Agreement shall not limit Mid-Maine's ability to obtain financing for Collocation pursuant to the FCC Order in the Application of Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of Bell Atlantic Corporation and its Subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997), as amended and/or interpreted by a court or regulatory authority of competent jurisdiction from time to time ("the FCC NYNEX Merger Order"), pursuant to the express terms of such FCC NYNEX Merger Order.

Mid-Maine - BELL ATLANTIC Interconnection Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 29th day of September, 1999.

MID-MAINE TELPLUS, INC.

BELL ATLANTIC - MAINE

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President -
Telecom Industry Services

INTRODUCTION TO MAINE PRICING SCHEDULE – EXHIBIT A

Subject to the remainder of this “Introduction to Maine Pricing Schedule”, Exhibit A to the Agreement contains the rates and charges (including, without limitation, through incorporation by reference of Tariff provisions, where applicable) for the specific services, Network Elements and Interconnection methods (including, without limitation, Collocation) explicitly identified in and, made available under, the Agreement (including, without limitation, in Exhibit A to the Agreement); Exhibit A is intended to be consistent with the terms of the Agreement and the Commission’s Order in Docket 98-593 issued on March 25, 1999. Accordingly, if a specific service, Network Element or Interconnection method is explicitly identified in and, made available under, the Agreement (to include, without limitation, in Exhibit A to the Agreement), only the rates and charges set forth in this Exhibit A (unless explicitly identified elsewhere in the Agreement) may be charged by either Party; provided, however, that the Parties may agree to use additional or different rates and charges, and additional or different rates and charges would also apply (as further set forth in the next succeeding paragraph) if the Commission affirmatively orders rates and charges as a result of an adjudicatory proceeding of which Mid-Maine and BA had notice and an opportunity to participate, provided that, rates and charges included in a Tariff filing that did not include such an adjudicatory proceeding (e.g., where a Tariff filing was not investigated) shall not be deemed Commission ordered changes that would apply to the Agreement. In addition, rates and charges approved as part of an SGAT shall not be deemed to be rates affirmatively ordered by the Commission.

If the Commission approves additional or different rates and/or rate structures in the TELRIC costing and pricing proceeding in Docket No. 97-505, or in another adjudicatory proceeding of which Mid-Maine and BA had notice and an opportunity to participate, unless the Parties otherwise agree subsequent to the date of such Commission approval, the rates and/or rate structures established by the Commission in such proceeding shall be substituted for the rates and/or rate structures set forth in the Agreement. Subject to the last sentence of this paragraph, the Parties agree that those rates and/or rate structures shall be applied prospectively only, from the later of the date of (a) the Commission order approving the rates, (b) the effective date of the rates or (c) such other date designated by the Commission. If a Commission order approving rates is stayed, the rates set forth herein shall continue to apply until the rates are reinstated or new rates are approved by the Commission. Services, Network Elements and Interconnection methods set forth in this Exhibit A for which the rates and charges set forth herein are designated with an asterisk (*) shall be subject to true-up (to include interest at the short-term U.S. Treasury Bill rate) upon Commission approval of the same; with respect to those rates and charges in this Exhibit A that are not designated with an asterisk (*), if Maine- specific rates are not approved by March 24, 2000, either Party may submit a request to the Commission that it issue an order that such Maine-specific rates (when approved by the Commission) shall be applied retroactively under the Agreement (i.e., that the Commission issue and order for “true-up” of rates back to some date certain)(except that there shall not be a true-up of the monthly recurring charges for access to OSS for resellers or UNE purchasers once such charges are approved by the Commission).

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To the extent that either Party agrees or, is required by Applicable Law, to provide a specific service, Network Element or Interconnection method that is not explicitly identified in the Agreement (including, without limitation, in Exhibit A to the Agreement) as of the Effective Date, the following shall apply: the rates and charges set forth in applicable BA Tariffs shall apply; if BA Tariffs do not contain such rates and charges, the rates and charges set forth in BA's Maine SGAT shall apply (even if the SGAT is in a withdrawn status at the subject time); or, if BA's Maine SGAT does not contain such rates and charges, the Parties shall negotiate in good faith (to include, without limitation, through use of the BFR process) to determine the appropriate rates and charges for the specific service, Network Element or Interconnection method. If the Parties do not reach agreement on such rates and charges, either Party may invoke the dispute resolution procedures set forth in the Agreement. In addition and, as a separate right independent of the dispute resolution procedures set forth in the Agreement, either Party may, in the case of such nonagreement on rates and charges, petition the Commission to establish interim rates and charges pending resolution of the dispute resolution process.

BELL ATLANTIC - MAINE AND Mid-Maine PRICING SCHEDULE

BA Services, Facilities, and Arrangements:

I. Call Transport & Termination

	BA Service	Rate
1.	Reciprocal Compensation (Rates applicable to both Parties)	See Appendix 1 at end of Exhibit A
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 1 interstate and Maine PUC No. 17 intrastate access Tariffs (charged in conjunction with Local Traffic, using PLU and PIU factors, as appropriate)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per BA FCC No. 1 interstate and Maine PUC 17 intrastate access tariffs for Feature Group D service.

II. Collocation

In accordance with the terms of Section 13.14 of the Agreement.

III. Information Services Billing and Collection

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per message
- B. Variable-rated Information Services rates:
 - (1) Access to BA IP Switching Platform \$0.03 per minute of use
 - (2) BA IP Rating Service \$0.03 per message
- C. **EMR** **\$0.00415 per record charge**

IV. Transit Service

- A. **Tandem Transit Service**
Rates: \$0.0035 per minute
- B. **Dedicated Transit Service**

Rate = twice the applicable charge for a collocated channel termination

V. Interim Telecommunications Number Portability

A. Monthly Recurring Charges

Rate per Business Number = \$2.00
Rate per Residential Number = \$1.00

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third party and collect calls.

B. Non-recurring Charge

Rate = \$20 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled loop.

C. Access Revenues Associated with Ported Numbers

In accordance with the terms of Section 14.6 of the Agreement.

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VI. Unbundled Database Access

A. 800/888/877 Database

Reciprocal Compensation: 800 Database (refer to I above)
(charged to originating Party).

800 Database query: \$0.003981 per query

Compensation for Records exchanged \$0.00415 per record

SCP 800 Query \$0.001786

B. LIDB

Access to Signal Systems and Call Related Databases:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
LIDB Access: SCP Query	\$0.001394 Per Query	Not Applicable
LIDB Record Management		Not Applicable
Record Charge (During Recovery Period)	\$0.034600 Per Record/Month	Not Applicable
Record Charge (After Recovery Period)	\$0.002300 Per Record/Month	Not Applicable
LIDB Database Load Charge		Not Applicable
<= 10,000 Records	\$38.47 Per Hour	Not Applicable
> 10,000 Records	\$158.57 Per Hour	Not Applicable

VII. Unbundled Local Loops**A. Monthly Recurring Charges**

(1) ULL facility: ULL type	Urban	Suburban	Rural	Statewide
(per month)				
2-Wire Analog Voice Grade	\$12.67	\$15.59	\$23.00	\$17.53
4-Wire Analog Voice Grade	\$38.31	\$43.17	\$72.54	\$52.46
2-Wire ISDN Digital Grade	\$28.66	\$29.37	\$70.38	\$43.79
4-Wire DS-1-Compatible Digital Grade	\$148.20	\$157.42	\$392.52	\$238.84
2-Wire ADSL Loops	N/A	N/A	N/A	\$65.34
2-Wire & 4-Wire HDSL Loops	N/A	N/A	N/A	\$350.21
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	See Section VII.C.			

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.30
DS-1	\$1.85

B. Non-Recurring Charges

(1) Service Order Charge (per order)						
	Standard Interval			Expedite		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$0.00	\$10.17	\$14.18	\$0.00	\$15.07	\$21.02
4-Wire Analog Voice Grade	\$0.00	\$10.17	\$14.18	\$0.00	\$15.07	\$21.02
2-Wire ISDN Digital Grade	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
4-Wire DS-1-Comp.Digital Gr.	\$64.44	\$64.44	\$64.44	\$99.55	\$99.55	\$99.55
2-Wire ADSL Loops	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2-Wire & 4-Wire HDSL Loops	\$64.44	\$64.44	\$64.44	\$99.55	\$99.55	\$99.55
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.

(2) Service Connection Charge: (per loop)		
ULL Type	Service Connection: Standard	Service Connection: CO Wiring

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2-Wire Analog Voice Grade	\$45.93	\$19.41
4-Wire Analog Voice Grade	\$45.93	\$19.41
2-Wire ISDN Digital Grade	\$45.93	\$19.41
4-Wire DS-1-Comp.Digital Gr.	\$123.55	\$39.87
2-Wire ADSL Loops	\$45.93	\$19.41
2-Wire & 4-Wire HDSL Loops	\$123.55	\$39.87
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	See Section VII.C.	See Section VII.C.

(3) Installation Dispatch (per dispatch)				
Installation Dispatch (per dispatch)				TC Not Ready
ULL Type	1 ULL	2-9 ULL	10+ ULL	(per occasion)
2-Wire Analog Voice Grade	\$73.93	\$82.34	\$89.42	\$77.37
4-Wire Analog Voice Grade	\$73.93	\$82.34	\$89.42	\$77.37
2-Wire ISDN Digital Grade	\$73.93	\$82.34	\$89.42	\$77.37
4-Wire DS-1-Comp.Digital Gr.	\$89.86	\$89.86	\$89.86	\$77.37
2-Wire ADSL Loops	\$73.93	\$82.34	\$89.42	\$77.37
2-Wire & 4-Wire HDSL Loops	\$89.86	\$89.86	\$89.86	\$77.37
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.

(4) Manual Intervention Surcharge (where mechanized interface available but not used)						
Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
4-Wire Analog Voice Grade	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2-Wire ISDN Digital Grade	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
4-Wire DS-1-Comp.Digital Gr.	\$6.87	\$6.87	\$6.87	\$0.00	\$0.00	\$0.00
2-Wire ADSL Loops	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2-Wire & 4-Wire HDSL Loops	\$6.87	\$6.87	\$6.87	\$0.00	\$0.00	\$0.00

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Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.
Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
4-Wire Analog Voice Grade	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2-Wire ISDN Digital Grade	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
4-Wire DS-1-Comp.Digital Gr.	\$10.19	\$10.19	\$10.19	\$0.00	\$0.00	\$0.00
2-Wire ADSL Loops	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2-Wire & 4-Wire HDSL Loops	\$10.19	\$10.19	\$10.19	\$0.00	\$0.00	\$0.00
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.	See Section VII.C.

(5) Misdirected Trouble Dispatches (charge per occasion)

- (a) Dispatch IN (to Central Office) \$75.50
- (b) Dispatch IN (EXPEDITE) \$102.58
- (c) Dispatch OUT (to Customer Premise) \$148.09
- (d) Dispatch OUT (EXPEDITE) \$197.49

VII.C. Standard Data Loop and Digital Design Loop

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Standard Data Loops	<u>All:</u>	<u>All:</u> \$.61/Mechanized Loop Qualification/Loop (*) \$59.61/ Manual Loop Qualification/ Loop (*)

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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
2 Wire ADSL compatible ULL (up to 12,000)	See section VII. A. and B.	See section VII. A. and B.
2 Wire ADSL compatible ULL (12,000 up to 18,000 feet)	See section VII. A. and B.	See section VII. A. and B.
2 Wire HDSL compatible ULL (up to 12,000 feet)	See section VII. A. and B.	See section VII. A. and B.
4 Wire HDSL compatible ULL (up to 12,000 feet)	See section VII. A. and B.	See section VII. A. and B.
Digital Designed Loops	<u>All:</u>	<u>All:</u> \$.61/Mechanized Loop Qualification/Loop (*) \$59.61/ Manual Loop Qualification/ Loop (*)
2 Wire Digital Designed Metallic ULL (18,000 to 30,000 Feet)	See section VII. A. and B.	See section VII. A. and B.
		\$1,221.55 Removal of Load Coils (up to 21,000 feet) (*)
		\$1,509.08 Removal of Load Coils (up to 27,000 feet) (*)
		\$358.95 Removal of one Bridge Tap per Request (*)
		\$790.25 Removal of Multiple Bridge Taps per Loop per Request (*)
		\$117.22 Engineering Query Charge (*) \$84.88 Engineering Work Order Charge (*)
2 Wire ADSL compatible ULL (12,000 feet or 18,000 feet)	See section VII. A. and B.	See section VII. A. and B.

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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$358.95 Removal of one Bridge Tap per Request (*)
		\$790.25 Removal of Multiple Bridge Taps per Loop per Request (*)
		\$202.10 Engineering Work Order Charge (*)
2 Wire ADSL compatible ULL (up to 12,000 feet)	See section VII. A. and B.	See section VII. A. and B.
		\$358.95 Removal of one Bridge Tap per Request (*)
		\$790.25 Removal of Multiple Bridge Taps per Loop per Request (*)
		\$117.22 Engineering Query Charge (*) \$84.88 Engineering Work Order Charge (*)
2 Wire HDSL compatible ULL (up to 12,000 feet)	See section VII. A. and B.	See section VII. A. and B.
		\$358.95 Removal of one Bridge Tap per Request (*)
		\$790.25 Removal of Multiple Bridge Taps per Loop per Request (*)
		\$117.22 Engineering Query Charge (*) \$84.88 Engineering Work Order Charge (*)
4 Wire HDSL compatible ULL (up to 12,000 feet)	See section VII. A. and B.	See section VII. A. and B.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$358.95 Removal of one Bridge Tap per Request (*)
		\$790.25 Removal of Multiple Bridge Taps per Loop per Request (*)
		\$117.22 Engineering Query Charge (*) \$84.88 Engineering Work Order Charge (*)
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	See section VII. A. and B.	See section VII. A. and B.
		\$1,221.55 Required Removal of Load Coils (up to 21,000 feet) (*)
		\$1,509.08 Required Removal of Load Coils (up to 27,000 feet) (*)
		\$1,012.23 Addition of Range Electronics (*)
		\$117.22 Engineering Query Charge (*) \$84.88 Engineering Work Order Charge (*)
Pair Swaps		\$224.61 per Swap (*) \$202.10/ Engineering Work Order per Swap (*)

VIII. Unbundled IOF

A. Monthly Recurring Charges

(1) Dedicated Transport:

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Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage / MILE
DS-1	\$103.27	\$.22
DS-3	\$791.63	\$6.22
OC-3	\$1,455.74	\$18.65
OC-12	\$3,575.40	\$74.59
OC-48	\$8,976.19	\$178.75

(2) Service Access Charge: IOF	(per month)
DS-1	\$1.85
DS-3	\$27.84
OC-3	\$22.14
OC-12	\$22.14
OC-48	TBD

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$503.49
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$211.97

B. Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$23.63	\$23.63	\$23.63	\$23.63
(2) Manual Intervention Surcharge (per order)	\$0.00	\$0.00	\$0.00	\$0.00
(3) ServiceConnection: Provisioning (per facility)	\$198.44	\$198.44	\$198.44	\$222.72
(4) Service Connection: Installation (per facility)	\$136.20	\$301.23	\$301.23	\$377.82
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$35.04	\$35.04	\$35.04	\$35.04
(2) Manual Intervention Surcharge (per order)	\$0.00	\$0.00	\$0.00	\$0.00
(3) ServiceConnection: Provisioning (per facility)	\$226.00	\$226.00	\$226.00	\$260.06
(4) Service Connection: Installation (per facility)	\$193.03	\$426.90	\$426.90	\$535.44

IX. Unbundled Common Channel Signaling and Call-Related Database Access

Rate Element	UNIT	RATE
TC Switched Service-Optional Features		
<u>SS7 Signaling Modifications</u>		
Re-Home D-Link	Per Pair	\$188.00
A-Link to D-Link Conversion	Per Pair	\$141.00
Change in Hub Providers	Per Pair	\$94.00
NPA/NXX Input Charge	Per 10 Codes	\$23.50
<u>Common Channel Signaling</u>		
STP Port	Port/Month	\$752.00
Service Access Charge	Port/Month	\$0.60
Signaling Usage Rate	Per Message	\$0.000195
Assumed Usage	Port/month	\$0.200000
Service Order Charge	Per Request	\$64.44
STP Order Processing Charge	Per Request	\$288.67
Installation Charge	Per Pair	\$96.07
<u>STP Translation Charges: A-Links</u>		
Basic ISUP	Per STP Pair	\$141.00
ISUP + TCAP	Per STP Pair	\$188.00
800 DB Queries	Per STP Pair	\$94.00
LIDB Queries	Per STP Pair	\$94.00

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Class Features	Per STP Pair	\$94.00
NPA/Nxx Input Charge	Per 10 Codes	\$23.50
Calling Name	Per STP Pair	\$94.00
AIN Queries (BA)	Per STP Pair	\$94.00
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00
<u>STP Translation Charges: D-Links</u>		
Basic ISUP	Per STP Pair	\$235.00
ISUP + TCAP	Per STP Pair	\$329.00
800 DB Queries	Per STP Pair	\$94.00
LIDB Queries	Per STP Pair	\$94.00
Class Features	Per STP Pair	\$94.00
NPA/Nxx Input Charge	Per 10 Codes	\$23.50
Calling Name	Per STP Pair	\$94.00
AIN Queries (BA)	Per STP Pair	\$141.00
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00
Subsequent STP Translations	TC Orig. Pt.	\$47.00
End Office Translations	TC Orig. Pt.	\$7.99
<u>Testing Set-Up</u>	<u>Per TC Switch & TELCO</u> <u>STP Pair</u>	
MTP: Levels 2 & 3		\$522.48
ISUP		\$522.48
800 DB Queries		\$65.31
LIDB Queries		\$65.31
Class Features		\$65.31
Calling Name		\$65.31
<u>Testing</u>	<u>Per TC Switch & TELCO</u> <u>STP Pair</u>	
MTP: Levels 2 & 3		\$694.24
ISUP		\$1,041.36
800 DB Queries		\$86.78
LIDB Queries		\$43.39
Class Features		\$43.39
Calling Name		\$43.39

Service Management System

Rate Element	UNIT	RATE
Development Charges		
Service Establishment (NRC)		ICB
Service Creation Access Port	Port/month	ICB
Service Creation Usage		
Remote Access	Per day	ICB
On-Premise Access	Per day	ICB
Certification & Testing	Per hour (rounded to ¼ hr.)	ICB
Help Desk Support	Per hour (rounded to 1/4 hr.)	ICB
AIN ISCP Record Provisioning	Per 15 min.	ICB
Deployment Charges		
AIN ISCP & Record Charge	Per line/month	ICB
AIN ISCP Query & Resp. Message Charge	Per ACU/Query	ICB
Trigger Charge	Per Query	ICB
SS7 & Transport for AIN Message	Per Query	ICB

X. Operations Support Systems

A.1. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements during recovery period:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	As Approved by the Commission
(2) Transaction Cost	(per transaction)	\$1.25
(3) Customer Record Retrieval	(per view)	\$0.14
(4) Record Change Charge	(per change)	\$10.74
(5) Design Change Charge	(per change)	\$10.74
(6) Customer Loop Information	(per loop)	\$9.12
(7) Data entry search (15 minute period)	(per period)	\$10.74
(8) Out of scope request	(per request)	ICB

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A.2. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements after recovery period:

OSS for UNE Providers		
(1) Electronic Interface Maintenance Chg.	(per month)	\$0.41
(2) Customer Record Retrieval	(per view)	\$0.14
(3) Record Change Charge	(per change)	\$10.74
(4) Design Change Charge	(per change)	\$10.74
(5) Customer Loop Information	(per loop)	\$9.12
(6) Data entry search (15 minute period)	(per period)	\$10.74
(7) Out of scope request	(per request)	ICB

B.1. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale during the recovery period:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	As Approved by the Commission
(2) Non-recurring establishment charge	(per transaction)	\$1.25
(3) Complex Order Charge	(per line)	\$16.27
(4) Service Center Maintenance Charge	(resold line/month)	\$0.21
(5) Customer Record Retrieval	(per view)	\$0.14

B.2. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale after the recovery period:

OSS for Resellers		
(1) Electronic Interface Maintenance Chg	(per month)	\$0.41
(2) Complex Order Charge	(per line)	\$16.27
(3) Service Center Maintenance Charge	(resold line/month)	\$0.21
(4) Customer Record Retrieval	(per view)	\$0.14

XI. 911/E911 Interconnection

Monthly Rate:

A. \$252.00 per month for an unequipped DS1 Port and \$100 per month per voice grade trunk activated and equipped on the DS1 port.

B. \$0.05 per line per month for unbundled local Switching Element.

XII. Wholesale Discounts

Monthly discounts (per qualifying retail rate):

A. Where Mid-Maine purchases BA-provided Operator Services

- (1) Business 18.78%
- (2) Residence 19.80%

B. Where Mid-Maine does not purchase BA Operator Services

- (1) Business 20.25%
- (2) Residence 19.04%

XIII. A. Unbundled Directory Assistance Services

(1) Directory Assistance

(Per request)

Each Request for Information per one telephone number, with BA branding

\$0.366425

Each Request for Information per one telephone number, with Mid-Maine branding

\$0.366425

Each Request for Information per one telephone number, without branding

\$0.301954

Branding surcharge per call (if applicable)

\$0.064471

(2) Directory Assistance Call Completion

(Per request)

DA Request + Call Completion (DACC) #

Each Request for Information per one telephone number, with Mid-Maine branding or with BA branding plus call completion

\$0.646925

Each Request for Information per one telephone number, without branding plus call completion

\$0.582454

DACC Surcharge per call

\$0.280500

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#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

(3) Direct Access to Directory Assistance (DADA)

Monthly Access Charge	\$4,000.00
Each Search Request	\$0.037

(4) Bell Atlantic recording of Mid-Maine Branding Announcement ICB

			<u>Rate</u>
B.	Inward Operator Services #		
	(1)	BLV (per work second)	\$0.025444
	(2)	BLV/I (per work second)	\$0.025444
	(3)	Branding surcharge per call (if applicable)	\$0.064471

C. 0+/Mechanized Operator Calls

(1)	Calling Card (per request)	\$0.110126
(2)	Collect (per request)	\$0.148000
(3)	Third Number (per request)	\$0.148000
(4)	Branding surcharge per call (if applicable)	\$0.064471

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

D. 0- Operator Handled Calls

(1)	Per work second	\$0.013711
(2)	Collect & Bill to Third Number (per request)	\$0.148000
(3)	Branding surcharge per call (if applicable)	\$0.064471

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

E.	Operator Emergency Bulletin Service state bulletin (per year)	\$17.99
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		<u>Recurring</u>	<u>Non-recurring</u>
F.	TOPS Trunk Port (DS-1)	\$366.48	129.28
	Service Access Charge		
	-Per TOPS Port (DS-1)	\$1.85	N/A
G.	IOF mileage for Dedicated Trunk	\$140.01	
	Transport		
	Mileage charge, per mile per month	\$0.66	

XIV. Customer Usage Detail Charges

Record Charges

• Per record processed (EMR format)	\$0.004096
• Per record processed (Tandem Subtending Arrangement/EMR)	\$0.004096
• Per record transmitted	\$0.000118
• Per tape/cartridge	\$20.12

XV. Time and Materials Charges

Labor Rate, Per Hour or Fraction thereof

• Service Representative - Regular	\$42.96
• Service Representative - Expedited	\$63.70
• Technician - Regular	\$44.27
• Technician - Expedited	\$58.84

XVI. Unbundled Local Switching

A. Monthly Recurring Charges

Dedicated Local Switch Ports	Urban	Suburban	Rural	Statewide
(per month)				
(1) Local Switching Analog Port	\$2.24	\$2.07	\$1.82	N/A
(2) Local Switching Integrated DLC Port (TR-08) Per interface group (DS-0 equivalent)	\$3.08	\$2.87	\$2.68	N/A
(3) Local Switching DS1 DID/DOD/PBX Port (DS-0 equivalent)	N/A	N/A	N/A	\$14.10
(4) Local Switching ISDN-BRI Port	\$26.55	\$30.84	\$29.11	N/A
(5) Local Switching ISDN-PRI Port	\$412.80	\$371.84	\$371.84	N/A

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(6) Local Switching Digital Trunk Port (DS-0 equivalent)	\$6.96	\$6.77	\$7.35	N/A
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Dedicated Local Switch Ports	Statewide
(per month)	
(1) Local Switching Analog Port	\$3.86
(2) Local Switching Integrated DLC Port (TR-08) per interface group (consisting of 4 DS1 ports)	\$487.68
(4) Local Switching DS1 DID/DOD/PBX Port Per DS1 trunk port	\$338.40
(4) Local Switching ISDN-BRI Port	\$44.03
(5) Local Switching ISDN-PRI Port	\$736.65
(6) Local Switching Digital Trunk Port per DS1	\$338.40

Local Switching Port Additives (Features)	Urban	Suburban	Rural	Statewide
(per month)				
(1) Centrex	\$0.776700	\$0.776700	\$0.776700	N/A
(2) Ringmate SVC	\$0.926700	\$0.926700	\$0.926700	N/A
(3) Three-Way Calling	\$0.345100	\$0.345100	\$0.345100	N/A
(4) Speed Calling	N/A	N/A	N/A	\$0.000900
(5) Call Waiting	N/A	N/A	N/A	\$0.000400
(6) Call Forwarding - Don't Answer	N/A	N/A	N/A	\$0.000100
(7) Call Forwarding - Busy	N/A	N/A	N/A	\$0.000100
(8) Call Forwarding - Variable	N/A	N/A	N/A	\$0.000200

Local Switching Usage	Urban	Suburban	Rural
(per minute of use)			
(1) Local Switching Trunk Port (Day)	\$0.000863	\$0.000904	\$0.000925
(2) Local Switching Trunk Port (Eve)	\$0.001096	\$0.001149	\$0.001176
(3) Local Switching Trunk Port (Night)	\$0.000000	\$0.000000	\$0.000000
(4) Local Switching Usage (Day)	\$0.003197	\$0.005262	\$0.009101
(3) Local Switching Usage (Eve)	\$0.003871	\$0.006074	\$0.010106
(6) Local Switching Usage (Night)	\$0.000707	\$0.002263	\$0.005389

Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (Day)	\$0.001870
(2) Unbundled Shared Tandem Transport Charge (UTTC) (Eve)	\$0.000550
(3) Unbundled Shared Tandem Transport Charge (UTTC) (Night)	\$0.000000

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(4) Unbundled Common Transport Charge (UCTC)	(Day)	\$0.000886
(5) Unbundled Common Transport Charge (UCTC)	(Eve)	\$0.001127
(6) Unbundled Common Transport Charge (UCTC)	(Night)	\$0.000000
(7) Unbundled Toll Common Transport Charge (UTCTC)	(Day)	\$0.007151
(8) Unbundled Toll Common Transport Charge (UTCTC)	(Eve)	\$0.002316
(9) Unbundled Toll Common Transport Charge (UTCTC)	(Night)	\$0.000308
(10) Unbundled Tandem Transit Switching Charge (TTS)	(Day)	\$0.011924
(11) Unbundled Tandem Transit Switching Charge (TTS)	(Eve)	\$0.004586
(12) Unbundled Tandem Transit Switching Charge (TTS)	(Night)	\$0.001542

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.30
DS-1	\$1.85
DS-3	\$27.84

B. Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00	\$0.00
(2) Manual Intervention Surcharge (per order)	\$21.48	\$31.85
(3) Service charge (per port)	\$142.12	\$188.40
(4) Installation (CO wiring) (per port)	\$15.00	\$21.26

End Office Line Ports	Standard Interval
(1) Service Order (per order)	\$0.00
(2) Manual Intervention Surcharge (per order)	\$21.48
(3) Service charge (per port) (BRI and Analog Ports)	\$14.88
(4) Service charge (per port) (for DS1 DID/DOD/PBX Port, PRI)	\$142.12
(5) Installation (CO wiring) (per port) (BRI and Analog Ports),	\$9.87
(6) Installation (CO wiring) (per port) (DS1 DID/DOD/PBX Port, PRI)	\$15.00
(7) Integrated DLC ports are priced on an Individual Case Basis	ICB

Integrated DLC ports are priced on an Individual Case Basis

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Switching Feature Activation	Standard Interval
(1) Call Forwarding - Busy	\$0.94
(2) Call Forwarding - Don't Answer	\$0.94
(3) Call Forwarding - Variable	\$0.94
(4) Call Waiting	\$0.94
(5) Centrex Intercom Dialing	\$0.94
(6) Custom Ringing	\$0.94
(7) Speed Calling	\$0.94
(8) Three Way Calling	\$0.94
(9) Subsequent addition/change	\$0.94

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$65.31
(2) Line Port Traffic Study Set-Up (per study)	\$65.39
(3) Line Port Traffic Study (per week)	\$44.61
(4) Channel activation - subsequent	\$14.88
(5) TC not ready	\$77.37

XVII. Unbundled Tandem Switching**A. Monthly Recurring Charges**

Dedicated Tandem Switch Ports	Statewide
(per month)	
(1) Tandem Switching Digital Trunk Port (DS-0 equivalent)	\$5.94

Tandem Switching Usage	Statewide
(per minute of use)	
(1) Tandem Trunk Port (Day)	\$0.003071
(2) Tandem Trunk Port (Eve)	\$0.003903
(3) Tandem Trunk Port (Night)	\$0.000000
(4) Tandem Usage (Day)	\$0.002575
(5) Tandem Usage (Eve)	\$0.002792
(6) Tandem Usage (Night)	\$0.001776

B. Non-Recurring Charges

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0	\$0
(2) Manual Intervention Surcharge (per port)	\$21.48	\$31.85
(3) Service charge (per order)	\$162.55	\$214.34
(4) Installation (CO wiring) (per port)	\$15.00	\$21.26

XVIII. Network Interface Device (NID)

NETWORK INTERFACE DEVICE (NID)	Urban	Suburban	Rural	Statewide
Time: first 30 minutes				\$77.37
Subsequent 30 minutes (period or part)				\$18.59
TC not ready (per occasion)				\$77.37
2-Wire Analog Voice Grade	\$.72	\$.72	\$.72	\$.72
4-Wire Analog Voice Grade	\$.86	\$.86	\$.86	\$.86
2-Wire ISDN Digital Grade	\$.72	\$.72	\$.72	\$.72
4-Wire DS-1-Compatible Digital Grade	\$.86	\$.86	\$.86	\$.86
2-Wire ADSL Loops	TBD	TBD	TBD	TBD
2-Wire & 4-Wire HDSL Loops	TBD	TBD	TBD	TBD

XIX. House and Riser

House and Riser	
Building access (per pair/ month)	\$0.47
Floor access (per pair) (per floor/ month)	\$0.01
Building setup service (per 50 pairs)	\$112.00

House and Riser Installation	
Time: first 30 minutes (period or part)	\$77.37
Subsequent 30 minutes (period or part)	\$18.59
TC not ready charge (per occasion)	\$77.37

Appendix 1

Reciprocal Compensation Calculation – Rates Applicable to Both BA and Mid-Maine

I. Time of Day definitions - as specified in PUC Me - No. 17, Section 6.64

II. Base Rates - per Minute of Use are as follows:

Day Rate \$0.009

Evening Rate \$0.0073

Night Rate \$0.0029

III. Formula for determining Reciprocal Compensation (%Day Traffic + %Evening Traffic + %Night = 100% for each Party)

(Mid-Maine-originated Day Minutes + BA-originated Day Minutes) * Day Rate / Total Mid-Maine + BA Minute

+

(Mid-Maine-originated Evening Minutes + BA-originated Evening Minutes) * Evening Rate / Total Mid-Maine + BA Minutes

+

(Mid-Maine-originated Night Minutes + BA-originated Night Minutes) * Night Rate / Total Mid-Maine + BA Minutes

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. The following process shall be used by the Parties upon the request by Mid-Maine for a Network Element or method of Interconnection that BA is required to provide under the Act, or is otherwise requested by Mid-Maine, but which is not specifically identified in this Agreement.¹ These requests by Mid-Maine shall hereinafter be referred to as "Bona Fide Requests" or "BFRs".

2. If BA provides, from time to time, an unbundled Network Element that is not identified in this Agreement to a requesting Telecommunications Carrier, including a BA affiliate, without having required such Telecommunications Carrier to utilize a BFR process, BA will make available the same unbundled Network Element to Mid-Maine upon the same terms and conditions that BA is making such unbundled Network Element available to the requesting Telecommunications Carrier, without Mid-Maine being required to use the BFR process.

3. Mid-Maine shall submit a Bona Fide Request in writing and shall include a technical description of each requested unbundled Network Element (including subelements) and/or method of Interconnection. If the BFR is substantially equivalent to a prior BFR submitted by Mid-Maine, Mid-Maine shall indicate such in its request.

4. Within five (5) days of its receipt of Mid-Maine's BFR, BA shall acknowledge such receipt. Within ten (10) days after such acknowledgement, BA shall indicate whether BA is providing that (or a substantially equivalent) unbundled Network Element or method of Interconnection to itself (in order to serve its end users), to an affiliate or to another carrier, or has previously responded to a substantially equivalent BFR.

If BA is providing the same or a substantially equivalent unbundled Network Element or method of Interconnection to itself (in order to serve its end users), to an affiliate or to another carrier, or if BA has responded to a substantially equivalent BFR from another carrier within the preceding one-hundred and twenty (120) day period (but is not providing such unbundled Network Element or method of Interconnection to the requestor), the following procedure will apply:

- (a) within thirty (30) days of BA's receipt of Mid-Maine's BFR request, BA shall:
 - (i) state whether, in BA's judgment, BA is not required under the Act to

¹ If a Network Element or method of Interconnection identified in the Agreement references the BFR process, then this process shall also apply.

provide to Mid-Maine access to the requested unbundled Network Element or method of Interconnection and, if BA states that it is not required to provide access, indicate why it is not so required; or

(ii) if BA does not state that, in BA's judgment, BA is not required to provide access to the requested unbundled Network Element or method of Interconnection, BA shall provide to Mid-Maine a copy of any specific terms, conditions and rates that govern the provisioning of such unbundled Network Element or method of Interconnection; and, if applicable,

(iii) provide to Mid-Maine a copy of the specific results of the prior BFR to the extent that such results do not contain proprietary BA information or information subject to a non-disclosure obligation to a third party; provided, however, that if the results contain information subject to a non-disclosure obligation to a third party, BA shall, upon receipt of a written request from Mid-Maine, ask such third party for its permission to provide a copy of the results to Mid-Maine, although in no case will BA have any further obligation in connection with provisioning such copy. "Specific results" shall be defined as any Preliminary Analysis and Detailed Report that were provided to the requesting carrier and, to the extent a Preliminary Analysis or Detailed Report were so provided, any other documentation that was provided to the requesting carrier as part of the BFR process.

(b) BA Providing the Same or a Substantially Equivalent Unbundled Network Element or Method of Interconnection.

Upon Mid-Maine's receipt of BA's response, if BA did not state that it is not required under the Act to provide access to the requested Network Element or method of Interconnection, Mid-Maine may, in the case of a Network Element or method of Interconnection requested by Mid-Maine that is the same or substantially equivalent to that already being provided by BA, either accept the terms, conditions and rates provided by BA, or Mid-Maine may request a meeting to propose modifications to the terms, conditions and rates, in either case in writing; provided, however, such acceptance or request for a meeting must be provided to BA within fifteen (15) days of receipt of BA's response. Within ten (10) days of BA's receipt of Mid-Maine's request for a meeting, BA and Mid-Maine shall meet and discuss the proposed modifications to the terms, conditions and rates, as applicable. If the Parties are unable to reach agreement on specific modifications, or if the Parties disagree as to whether BA currently provides (or is required under the Act to provide) the requested unbundled Network Element or method of Interconnection, either Party may initiate the dispute resolution process set forth in Section 29.10 of the Agreement.

(c) Prior BFR for the Same or a Substantially Equivalent Unbundled Network Element or Method of Interconnection.

If BA has responded to a BFR from another carrier within one hundred and twenty (120) days prior to receipt of Mid-Maine's BFR for an unbundled Network Element or method of Interconnection the same as or substantially equivalent to that covered in Mid-Maine's BFR, but is not providing the unbundled Network Element or method of Interconnection to such carrier), the following shall apply. Within fifteen (15) days of Mid-Maine's receipt (to the extent of such disclosure under the terms of subparagraph (a)(iii) above) of the specific results of the other BFR, Mid-Maine shall notify BA in writing whether it wishes to proceed with its request. If Mid-Maine elects to proceed with the request, then the following procedure will apply:

- (i) Within thirty (30) days of its receipt of the specific results of the other BFR, Mid-Maine shall notify BA in writing whether BA should incorporate the specific results of the prior BFR into the current request and whether Mid-Maine wishes to make any clarifications to its BFR. If Mid-Maine does *not* elect to adopt the specific results of the prior BFR, the procedure set forth in paragraph 5 shall apply; provided, however, in such case BA will nonetheless endeavor to accelerate completion of the BFR process to the extent commercially reasonable;
- (ii) If Mid-Maine elects to incorporate the specific results of the prior BFR, BA shall provide to Mid-Maine a Preliminary Analysis for Mid-Maine's BFR, in accordance with the criteria in paragraph 5, within ten (10) business days after BA's receipt of Mid-Maine's notice of its election to incorporate the specific results of the prior BFR, which period may be longer upon BA's showing of good cause.² (iii) Upon review of the Preliminary Analysis, if Mid-Maine wishes BA to proceed with developing a Detailed Report, it shall provide written notice thereof to BA. Upon BA's receipt of such notice, BA shall, absent good cause, provide such Detailed Report (on the terms set forth in paragraph 5 below, except with respect to the delivery intervals, which follow) to Mid-Maine not later than the following number of days after the date that BA receives Mid-Maine's notice of its election to have BA proceed with developing a Detailed Report: (A) thirty (30) (30) days, if BA had prepared and delivered to the other carrier a Detailed Report for the prior BFR or (B) sixty (60) days, if BA did not prepare and deliver such Detailed Report to the other carrier for the prior BFR.

² If a prior BFR's results reflect items that are inappropriate, such as modifications to BA's OSS that are inconsistent with the Commission's March 25 Order in Docket 98-593, then these results will not be incorporated.

5. If BA is not providing the unbundled Network Element or method of Interconnection to itself (in order to serve its end users), to another carrier or to an affiliate, and has not responded to a substantially equivalent BFR from another carrier within one hundred and twenty (120) days of BA's receipt of Mid-Maine's BFR, the following procedure will apply:

(a) Within thirty (30) days of its receipt of a Bona Fide Request, BA shall provide to Mid-Maine a preliminary analysis in writing of such Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to Mid-Maine. The Preliminary Analysis shall:

- (i) state whether the unbundled Network Element or method of Interconnection requested by Mid-Maine can be made available and is technically feasible, and if so, confirm that BA will promptly offer access to the unbundled Network Element or method of Interconnection pursuant to the process set forth below; or, if applicable,
- (ii) provide an explanation if access to the unbundled Network Element or method of Interconnection is not technically feasible; or, if applicable,
- (iii) state that the request does not qualify as an unbundled Network Element or method of Interconnection that BA is required to provide under the Act.

In the case of clause (ii) above, the Parties shall undertake good faith negotiations to redefine the request, and in the event of an impasse either Party may initiate the dispute resolution process set forth in Section 29.10 of the Agreement.

In the case of clause (iii) above, BA shall indicate whether it is willing to provide the unbundled Network Element or method of Interconnection regardless of its determination that it is not required to do so under the Act. If Mid-Maine believes in good faith that Applicable Law requires BA to provide the unbundled Network Element or method of Interconnection, Mid-Maine may seek resolution of the dispute pursuant to Section 29.10 of the Agreement.

If BA has responded to a BFR from another carrier, on a date greater than one hundred and twenty (120) days prior to receipt of Mid-Maine's BFR, for a Network Element or method of Interconnection the same as or substantially equivalent to that covered in Mid-Maine's BFR, BA shall incorporate the results of such prior BFR to the extent commercially reasonable, with the goal of expediting the BFR process.

(b) In the case of clause (i) above, BA shall include in such Preliminary Analysis a

quote for the costs of preparing a Detailed Report (described below). If requested, BA shall provide reasonable, additional detail explaining the cost estimate. If Mid-Maine should desire to have BA provide a Detailed Report, Mid-Maine shall first pay the related cost estimate. At the completion of the Detailed Report (or at such earlier time should Mid-Maine cancel its request), BA shall perform a true-up and shall return any unused funds. In no case shall Mid-Maine be responsible for costs to prepare a Detailed Report that are more than twenty percent (20%) above the cost estimate for such Detailed Report, as set forth in paragraph (g) below.

(c) If Mid-Maine wishes BA to proceed with developing a Detailed Report responding to the Bona Fide Request, it shall submit a written request for a quote and provide payment to BA for the cost of the preparation of such quote (hereinafter referred to as the "Detailed Report"). As soon as feasible, but no more than ninety (90) days after BA's receipt of such request by Mid-Maine to proceed, BA shall complete the development of the Detailed Report. The Detailed Report will include, at a minimum, a description of each unbundled Network Element and/or method of Interconnection, along with any special terms and conditions governing the unbundled Network Element or method of Interconnection, when it will be available, the applicable rates and the installation intervals.

(d) Unless the Parties otherwise agree, the unbundled Network Element or method of Interconnection requested must be priced in accordance with Section 252(d)(1) of the Act.

(e) Within ninety (90) days of its receipt of the Detailed Report, Mid-Maine must confirm its order for the unbundled Network Element or method of Interconnection identified in the Bona Fide Request or initiate the dispute resolution process set forth in Section 29.10 of the Agreement.

(f) If a Party believes that the other Party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may initiate the dispute resolution process set forth in Section 29.10 of the Agreement.

(g) Mid-Maine may cancel its Bona Fide Request at any time upon written notice to BA, subject to the following:

- (i) if such cancellation notice is received after the submission by BA to Mid-Maine of the Preliminary Analysis, but before Mid-Maine requests a Detailed Report, Mid-Maine shall not be liable to BA for reimbursement of any costs incurred by BA;

- (ii) if such cancellation notice is received after Mid-Maine submits its request for a Detailed Report, but before the Detailed Report is rendered by BA to Mid-Maine, Mid-Maine shall be liable to BA for reimbursement of all reasonable costs incurred by BA in connection with developing such Detailed Report up until its receipt of such notice of cancellation; provided, however, that if such notice of cancellation is received after the receipt by Mid-Maine of the Detailed Report, the amount for which Mid-Maine shall be liable pursuant to clause (ii) of this paragraph shall not exceed the lesser of the actual costs incurred by BA or the estimate in the BFR quote plus twenty percent (20%).
- 6. Mid-Maine may make a Bona Fide Request for unbundled Network Elements or methods of Interconnection pursuant to the above. BA shall only be required to accommodate such requests to the extent required by the Agreement or Applicable Law.
- 7. Any unbundled Network Element or method of Interconnection provided to Mid-Maine through the BFR process will be governed by the terms and conditions of the Agreement, and such additional terms and conditions agreed to by the Parties. The Parties agree to negotiate in good faith to establish those terms and conditions within fifteen (15) days of the date that Mid-Maine notifies BA of its intention to take the unbundled Network Element or method of Interconnection, and to promptly amend or supplement the Agreement accordingly. If the Parties cannot resolve the terms and conditions governing such unbundled Network Element or method of Interconnection, either Party may initiate the dispute resolution process pursuant to Section 29.10 of the Agreement.
- 8. Notwithstanding anything to the contrary set forth above, for the purpose of responding to the BFR submitted by Mid-Maine to BA for subloop unbundling, the Parties, to the extent required by Applicable Law, shall abide by the terms set by the Commission for responding to such BFR in its orders issued in Docket 98-593.

EXHIBIT D

CERTAIN TERMS AS DEFINED IN THE ACT

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA Service" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

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"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

EXHIBIT E

Network Interconnection Schedule

LATA	Mid-Maine [C]-IP	BA B[C]-IP	Activation Date
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EXHIBIT F

Inter Office Facilities

1.0 General

BA-ME will provide access to unbundled Common transmission facilities between its end offices and tandems and between its end offices and other TC's locations. BA-ME offers access to unbundled dedicated transmission facilities between BA's central offices (COs) where Mid-Maine has established collocation with BA-ME and between such offices and those of Telecommunications Carriers (TCs), including, but not limited to, Mid-Maine. Unbundled Dedicated Interoffice (IOF) Transport is offered between the following two points designated by Mid-Maine within the same LATA:

- Telecommunications Carriers' central offices
- CLEC Collocation Arrangements with BA
- A CLEC Collocation Arrangement with BA and a Telecommunications Carrier central office

The Network Elements must be ordered individually and may be recombined by the TC as part of a network plan. Unbundled Interoffice Network Elements include : DS1, DS3, OC-3 and OC-12 Interoffice Transport, DS1 to DS0 and DS3 to DS1 Multiplexing OC- 48 and STS-1 may be provided only as a Network Bona Fide Request (See Attachment BFR). Unbundled Interoffice Network Elements will be provided at CO cross connect points such as digital terminating frames.

The purpose of unbundled Interoffice Transmission Facilities is for use with other unbundled Network Elements for the provision of Telephone Exchange and Exchange Access Services.

2.0. Definitions

In this section the definitions for Network Elements are as follows:

2.1. Synchronous Transport Signal - Level 1 (STS-1)

STS-1 provides a total bandwidth of 51.84 Mb/s, including both overhead and payload. An STS-1 is capable of transporting a single DS3 in any configuration (e.g., M13 formatted with multiplexed DS1s or clear channel 44.736 Mb/s) or up to the equivalent of 28 DS1s using SONET "VT" mappings. The interface to an STS-1 is a metallic-based electrical interface. This interface must comply with Bellcore GR-253-CORE which defines SONET requirements.

2.2. Optical Carrier Levels (SONET)

Optical Carrier (OC) levels provide a range of bandwidths as specified in Bellcore GR-253-CORE and associated ANSI standards. BA will provide interfaces at the following OC levels:

<u>OC Level</u>	<u>Rate (Mb/s)</u>
OC-3	155.52
OC-12	622.08

The physical interface for all OC rates is optical fiber. The characteristics of this interface are also specified in GR-253-CORE.

2.3. Digital Cross-connect System (DCS) Functionality

Digital Cross-connect Systems provide electronic cross connection of individual constituent digital signals to form higher speed digital signals.

2.4. Serving Wire Center (SWC)

Serving Wire Center is BA location from which Private Line, Exchange, or Centrex Service is furnished to a customer's premises without intermediate connection to another wire center.

2.5. Network Design Request (NDR)

Network Design Request (NDR) process is required to establish the scope of the project and to align preliminary time frames in providing service to the TC. A Project Manager will coordinate the meeting that will be attended by the TC's technical and administrative team and representatives from each BA department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the Account Team and the TC.

2.6. Fiber Distributing Frames (FDF)

Optical access to Interoffice Transmission Facilities will be provided at the BA FDF or a fiber Point of Termination (POT) bay dedicated to the individual TC. Where a POT bay is used, interconnection between the POT and the BA FDF will be via standard single-mode optical fiber jumper cables equipped with SC/PC connectors at both ends. The FDF or POT bay is an interconnect

bay with direct connection between the TC's cables and the jumper cables between the fiber POT and the Telephone Company FDF. BA has standardized the SC/PC connector for use in its network because of its superior cost/performance characteristics; therefore, the TC will need to match this connector on their side of the POT.

2.7. Mileage

In order to determine the rate to be billed, first the mileage is computed using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF, F.C.C. No. 4. If the calculation results in a fraction of a mile, it is always rounded up to the next whole mile. The mileage measurement is calculated on the distance between the two central office locations where Mid-Maine requests the Unbundled Dedicated IOF Transport.

The Interoffice Mileage rates are set forth in Attachment XXX, in terms of a fixed and per mile charge per month. The mileage calculated as described above is multiplied by the appropriate per mile rate. The amount to be billed will be the product of this calculation plus the fixed rate.

3.0. Regulations

3.1. Physical Access Points to Interoffice Transmission Facilities

BA will provide interconnection to the transmission capabilities of the interoffice network at the following physical access points:

Manual Digital Cross-Connects

Metallic access to digital transport and multiplexing will be provided at the Company DSX-n bays, at a POT Bay dedicated to the individual TC. Where POT Bays are used, cabling between the POT bay and the BA DSX must meet appropriate shielding and construction requirements for the application (e.g., ABAM for DS1 and coaxial cable for DS3). Separate DSX panels or POT Bays must be provided for the DS1 and DS3 interfaces. Interface rates above DS3 may require a separate panel or POT Bay depending upon the transmission specifications and the cabling limitations of these transport rates.

Main Distributing Frames (MDF)

In general, the MDF will not be used for digital interoffice facilities access. The MDF is designed to provide manual cross-connection of voice-grade transmission and may not meet the requirements for digital transmission. However, the MDF may be used for the DS0 interface associated with the lower speed channels of the 1/0 multiplexer.

3.2. Interoffice Transport Facilities are cross-connected in the following configurations:

- a) Transport to POT Bay;
- b) Transport to Virtual Collocation node;
- c) High speed side of a Multiplexer to POT Bay;
- d) High speed side of a Multiplexer to Virtual Collocation node;
- e) ;
- f) Low speed side of an Unbundled Multiplexer to POT Bay;
- g) Low speed side of an Unbundled Multiplexer to Virtual Collocation node.

3.3. Ordering:

Unbundled Dedicated IOF Transport may be ordered through the electronic gateway interface using industry standard Access Service Request (ASR) forms.

Unbundled Common Transport (Common) is not discreetly orderable.

3.4. (Reserved for future use)

3.5. Unbundled Network Element Intervals:

DS1, DS3 and Multiplexers	Quantity 1-8 = 15 business days Quantity > 8 = Negotiated *
Facilities not available	Negotiated*
OC-n Unbundled interoffice transport	Negotiated*

4.0. Rates and Charges

* Where a negotiated interval applies, BA will negotiate a service date interval with Mid-Maine on a first-come, first-served basis, based on the type and quality of service Mid-Maine has requested. In so doing, BA will offer the earliest date it reasonably can accommodate within normal business hours, without delaying service dates for orders of other customers or carriers. Mid-Maine may request expedited service for a reasonable, predetermined amount.

Unbundled Interoffice Transmission Facilities (IOF) are provided at the appropriate POT Bays or DSX.

IOF: Unbundled Network Elements

- IOF unbundled network elements are as follows:
- DS3, DS1, OC-3 (point to point, not rings), OC-12 (point to point, not rings), Multiplexing (DS3 to DS1 & DS1 to DS0).

Billing Rate Structure:

Non-Recurring:

DS1, DS3 and OC-3 and OC-12 Dedicated IOF Transport non-recurring charges include:

- Service Order Charge
- Service Connection-Other

Service Connection-CO wiring

Multiplexers (3/1 or 1/0) non-recurring charges include:

- Service Order Charge
- Channel Activation Charges

Expedited Order Charge

When placing a Service Order for service(s) a TC may request a service date that is prior to the Standard or Negotiated Interval service date. If BA agrees to provide service on an expedited basis, appropriate Expedited Charges will apply.

If BA is subsequently unable to meet an agreed upon service date, no Expedited Charges will apply unless the missed service date was caused by the TC, its agent, or customer.

If additional costs other than any applicable Additional Labor are to be incurred when a service date on a Service Order is expedited, BA will develop and quote such costs to the TC, obtain TC authorization and bill the TC in accordance with the special construction terms and conditions in the BA's applicable tariff.

Recurring -- Applicable Rate elements:

Inter-Office Mileage for DS1, DS3 and There will be a monthly recurring charge for the following:

1. Fixed

2. Per Mile Charge

Mileage of the facility is based on airline mileage using V&H coordinate methods. The mileage measurement is calculated on the distance between the two central office locations where Mid-Maine requests the Unbundled Dedicated IOF Transport.

Multiplexing There will be a recurring charge for a multiplexer at each location where the multiplexing function is performed.

Multiplexing can be performed for DS3 to DS1 and DS1 to DS0.

Service Access Charge (SAC) recurring charge(s) will apply for the demarcation connection to a Physical Collocation Node POT Bay. Applicable rates are determined by the POT Bay option established by the CLEC:

- POT Bay option #1 - BA provides and installs POT Bay frame and terminal strips or panels. In this case, the recurring "POT Bay termination" SAC and the recurring "Cable and Frame Termination" SAC is billed to the CLEC.
- POT Bay option #2 - The CLEC purchases the POT Bay frame and terminal strips or panels; BA installs same and takes ownership. In this case, **only** the "Cable and Frame Termination" SAC will be billed to the CLEC.
- POT Bay option #3 - The CLEC purchases the POT Bay frame and terminal strips or panels and installs them in their cage. In this case, **only** the "Cable and Frame Termination" SAC will be billed to the CLEC.

A recurring Interconnection Access Charge (IAC) will apply for the demarcation connection to a Virtual Collocation Node.

1. Unbundled Common Transport may only be purchased in connection with BA Unbundled Switching.
This network element allows a TC access to Unbundled Common transmission facilities, routing on the same basis that BA routes and delivers its own traffic.

Unbundled Common Transport

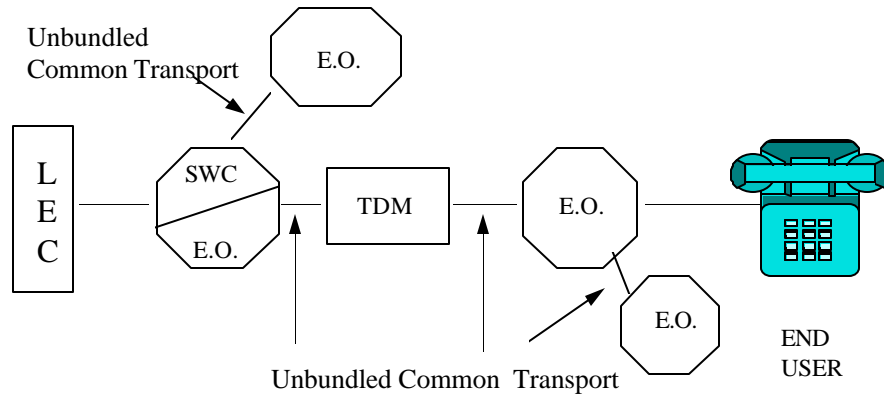
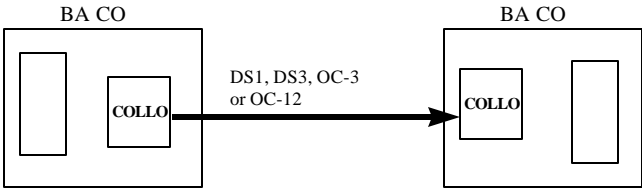


Diagram: 1

Billing Rate Structure:

Billing: The calls routed on the Unbundled Common trunks will be billed an unbundled common transport charge (UCTC) by Minutes of Use (MOU), rated from the Originating TC Node to a BA EO based on a composite rate which includes directly routed traffic and Tandem routed traffic. The MOU charge will be aggregated at the BA switch and rounded up to the next whole minute each month.



Note: The heavy line and/or bold element outlined in each diagram is the Unbundled Network Element (UNE) that is being provisioned.

DEDICATED TRANSPORT

DS1, DS3, OC-3 or OC-12 IOF between Central Offices

Recurring

- DS1 = Yes

Fixed Mileage
Per Mile

- SAC = Yes

(2 SAC charges are applicable at each POT Bay)

- IAC = Yes

(IAC charges are applicable at each virtual node)

- DS3 = Yes

Fixed Mileage
Per Mile

- SAC(s) = Yes

(SAC charges are applicable at each POT Bay)

- IAC = Yes

(IAC charges are applicable at each virtual node)

- OC-3 = Yes

Fixed Mileage
Per Mile

- SAC(s) = Yes

(SAC charges are applicable at each POT Bay)

- IAC = Yes

(IAC charges are applicable at each virtual node)

- OC-12 = Yes

Fixed Mileage
Per Mile

- SAC(s) = Yes

(SAC charges are applicable at each POT Bay)

- IAC = Yes

(IAC charges are applicable at each virtual node)

Non Recurring

- DS1 = Yes

- SAC = No

- IAC = No

- DS3 = Yes

- SAC = No

- IAC = No

- OC-3 = Yes

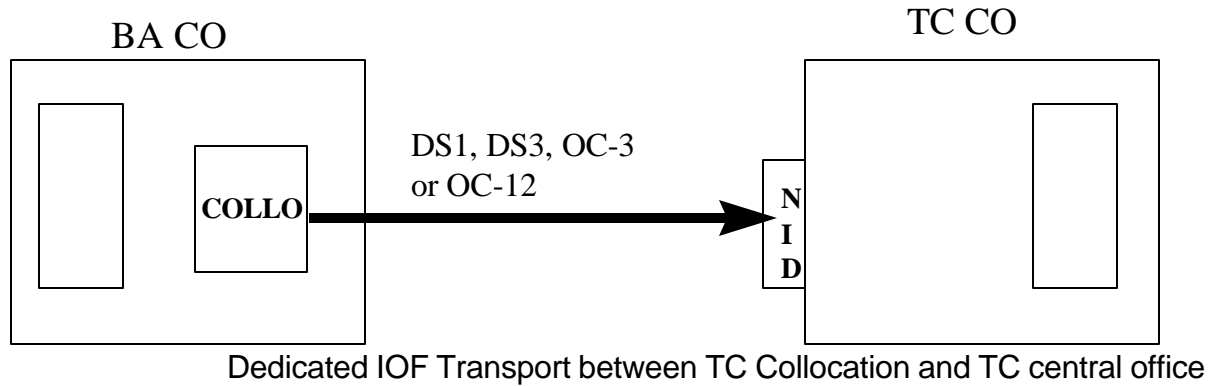
- SAC = No

- IAC = No

- OC-12 = Yes

- SAC = No

- IAC = No



Recurring

- DS1 = Yes

Fixed Mileage

Per Mile

- SAC Charge = Yes

(SAC(s) charges are applicable at POT Bay)

- IAC = Yes

(IAC charges are applicable at virtual node)

- DS3 = Yes

Fixed Mileage

Per Mile

- SAC Charge = Yes

(SAC(s) charges are applicable at POT Bay)

- IAC = Yes

(IAC charges are applicable at virtual node)

- OC-3 = Yes

Fixed Mileage

Per Mile

- SAC Charge = Yes

(SAC(s) charges are applicable at POT Bay)

-IAC = Yes

(IAC charges are applicable at virtual node)

- OC-12 = Yes

Fixed Mileage

Per Mile

Non Recurring

- DS1 = Yes

- DS3 = Yes

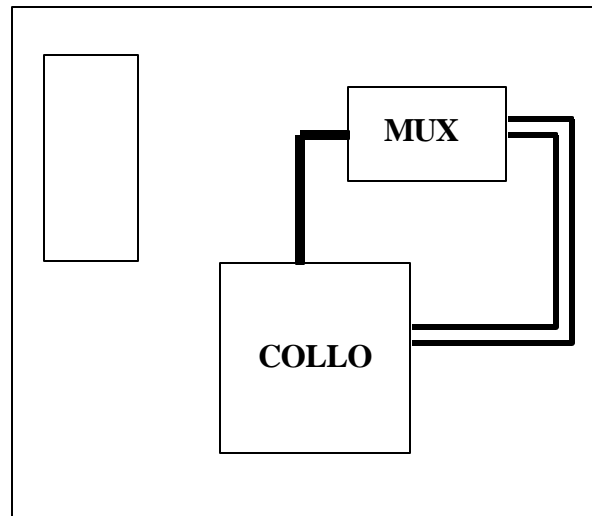
- OC-3 = Yes

- OC-12 = Yes

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- SAC Charge = Yes - SAC Charge = No
(SAC(s) charges are applicable at POT Bay)
- IAC = Yes - IAC = No
(IAC charges are applicable at virtual node)

BA CO



DS3 to DS1 or DS1 to DS0 Multiplexer Connected to existing TC Collocation arrangement

Recurring

- DS3/1 MUX = Yes
- SAC Charge(s) = Yes

(DS3 SAC Charge(s) for the higher speed channel and 28 DS1 SAC Charges apply for each lower speed channel activated.)

- IAC Charge = Yes

(DS3 IAC Charge for the higher speed channel and 28 DS1 IAC charges for each lower speed channel activated).

Non Recurring

- DS3/1 MUX = Yes
- SAC Charge(s) = No

- IAC Charge = No

- DS1/0 MUX = Yes
- SAC Charge(s) = Yes

(DS1 SAC charge(s) for the higher speed channel and 24 DS0 SAC Charges for each lower speed channel activated).

(DS1 IAC Charge for the higher speed channel and 24 DS0 IAC charges for each lower speed channel activated).

- DS1/0 MUX = No
- SAC Charge(s) = No

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EXHIBIT I

CALL USAGE DETAIL SERVICE

General

BA shall provide, at Mid-Maine's request, Call Usage Detail Service for local calls associated with BA's wholesale services, BA's resold message rate service, for IntraLATA toll service associated with BA's resold exchange services, and for such other services/unbundled network elements as the Parties agree.

Definitions

A record is a logical grouping of information as described in the programs that process the information and load the magnetic tapes or data files.

Regulations

Local and IntraLATA Call Usage Detail Service will be provided in complete call detail.

All Call Usage detail will be provided in Exchange Message Interface (EMI) record format, based upon ATIS/OBF standard definition.

When ordering service, Mid-Maine must indicate by billed telephone number the level of call detail being requested for local usage.

The lapsed time between usage recording by BA and delivery to Mid-Maine will not exceed eight (8) business days once the account is set up.

BA will store Mid-Maine usage data for 45 days from the date of transmission to Mid-Maine.

Call usage data can be provided via transmission or via tape/cartridge format, as agreed to by the Parties.

Call usage data will be available for transmission to Mid-Maine each business day.

For local calls billed with call detail, the data will be provided by the billed telephone number with each telephone number separately identified and will consist of originating telephone number, call date, call connect time and call elapsed time measured in seconds.

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For intraLATA toll, Call Usage Detail Service will be provided by the billed telephone number with each telephone number separately identified and will consist of originating telephone number, called telephone number, call connect time and call elapsed time measured in seconds.

Rates and Charges

Rates and charges will apply for record processing (per record processed) and per record transmitted. Mid-Maine has the option of obtaining tape or cartridge transmission either in addition to or instead of data transmission. If Mid-Maine opts to receive tape or cartridge in lieu of data transmission, data transmission charges are not applicable.

All rates and /or rate structures are interim. These rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures as may be approved by the Commission. At such time that permanent rates and/or structures have been approved by the Commission, the Parties shall append to this exhibit an Appendix, setting forth such rates and/or rate structures, which Appendix the Parties shall update periodically as necessary.

Record Charges

Per record processed (EMR format)	\$0.004096
Per record transmitted	\$0.000118
Per tape/cartridge	\$20.12

SCHEDULE 27.2
PERFORMANCE MONITORING REPORTS, STANDARDS AND REMEDIES

1. Performance Monitoring Reports

1.1 Subject to the provisions of this Schedule 27.2, BA shall provide to Mid-Maine performance monitoring reports (“Performance Monitoring Reports”) for services and facilities provided by BA. Subject to the provisions of Appendix 1, the Performance Monitoring Reports will include the measurements set forth in subsections (a) through (d) of this Section 1.1, to the extent the measurements set forth in a subsection are applicable to the services set forth in such subsection: (a) for services provided to BA’s retail customers, in the aggregate, the measurements stated in Appendix 1, Section 6, “Retail”; (b) for services and facilities provided by BA pursuant to Section 251 of the Act to any BA local exchange affiliate purchasing Interconnection,³ if BA operates as a wholesale carrier furnishing services or facilities to such affiliate, the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”; (c) for services and facilities provided to carriers purchasing Interconnection, in the aggregate, the measurements stated in Appendix 1, Section 1, “OSS”, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, Section 4, “Network Interconnection Trunks”, and Section 5, “CLEC Billing”; and, (d) for services and facilities provided to Mid-Maine, the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”.⁴ Nothing in this Schedule or in the Agreement limits any obligation BA

³ As used in this Schedule 27.2, Section 1.1, “Interconnection” includes interconnection, transport and termination, services for resale, and/or access to unbundled network elements, under Section 251 of the Act, as amended.

⁴ The measurements listed in subsections (b) and (d) do not include Section 2, “Unbundled Network Elements”, Measurement 7, “% Flow Through Orders”, and Section 3, “Resale”, Measurement 7, “% Flow Through Orders”.

EXHIBIT K

may have to provide Mid-Maine with performance standards that are in accordance with Applicable Law.

1.2 The Performance Monitoring Reports shall be provided on a calendar quarter basis (January through March, April through June, July through September, October through December) with monthly information detail. The Performance Monitoring Reports shall be provided within forty-five (45) days after the completion of each calendar quarter. The first Performance Monitoring Reports shall cover the first full calendar quarter after the Effective Date of this Agreement.

2. Performance Metrics, Standards and Remedies

2.1 Appendix 2 sets out performance standards for 25 service quality measurement items (“Performance Metrics”) listed in the Performance Monitoring Reports. BA shall measure on a calendar quarter basis BA’s performance for each Performance Metric for service provided to Mid-Maine.

2.2 If for any calendar quarter BA fails to meet the standard for a Performance Metric for service provided to Mid-Maine, BA will conduct an investigation with regard to the failure. The investigation will review the validity of the measurement for the Performance Metric, and, if the measurement is concluded to be valid, identify the cause of the failure. After identifying the cause of the failure, BA will take commercially reasonable action to correct the failure resulting from such cause. Mid-Maine shall provide all information and support reasonably requested by BA in order to enable BA to conduct the investigation and to correct any failure.

2.3.1 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2, above, to the extent the failure to meet the standard for a Performance Metric is caused by a Delaying Event. As used in this Schedule 27.2, “Delaying Event” means: (a) a failure by Mid-Maine to perform any of its obligations set forth in this Agreement; (b) any delay, act or failure to act by Mid-Maine or a customer, end-user, agent, affiliate, representative, vendor, or contractor of Mid-Maine; (c) any Force Majeure Event as defined in

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Section 29.3; (d) any event, delay, act or failure to act, beyond the reasonable control of BA; or, (e) such other event, delay, act or failure to act upon which the Parties may agree. In calculating a Performance Metric, BA may adjust the performance data to exclude any negative effect upon BA's meeting the standard for the Performance Metric caused by a Delaying Event. If, pursuant to this Section 2.3.1, BA adjusts performance data to exclude a negative effect upon BA's meeting the standard for a Performance Metric caused by a Delaying Event, BA shall provide to Mid-Maine a reasonably detailed description of the adjustment. If Mid-Maine disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 29.10 of the Agreement.

2.3.2 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2 for any Performance Metric that shows a failure to meet a performance standard if BA can reasonably show that (a) the measurement for the Performance Metric does not have a statistically valid basis, or (b) the data measured for service provided to Mid-Maine cannot be validly compared to the measurement to which Appendix 2 specifies such data is to be compared (e.g., the measurement for service provided to BA retail customers). If, pursuant to the preceding sentence of this Section 2.3.2, BA excludes from action under Section 2.2 any Performance Metric, BA shall provide to Mid-Maine a reasonably detailed explanation of the basis for the exclusion. If Mid-Maine disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 29.10 of the Agreement.

2.3.3 BA may exclude from consideration in calculating Performance Metrics that measure a performance interval any activities where Mid-Maine has requested a date due or other performance interval different from (greater or less than) that which BA provides for its own retail customers or its other telecommunications carrier customers.

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2.3.4 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2 for any Performance Metric where the data for two or more months in a calendar quarter have been excluded from consideration pursuant to the provisions of this Agreement.

2.4 For each Performance Metric related to UNE or Resale Services that requires calculation of a percentage, a minimum of 100 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/100 \times 100 = b\%$). Lack of the minimum 100 items will result in BA being deemed to have met the standard for that Performance Metric. For each Performance Metric related to Interconnection Trunks that requires calculation of a percentage, a minimum of 48 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/48 \times 100 = b\%$). Lack of the minimum 48 items will result in BA being deemed to have met the standard for that Performance Metric.

2.5 As used in Appendix 2 for those Performance Metrics where “Parity” is the standard, “Parity” will be determined in accordance with Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

3. Performance Measurements, Standards and Remedies

3.1 Appendix 3 sets forth eight (8) performance categories (“Performance Categories”). Each Performance Category is composed of one or more performance measurements, which are listed in the left-hand column of each Performance Category matrix (“Performance Measurements”). Each Performance Category point-score, when calculated, will be the sum of the point-scores of the Performance Measurements composing that Performance Category, and may be “0”, a positive number (+1 or higher), or a negative number (-1 or less).

3.2 BA shall measure on a calendar quarter basis BA’s performance for each Performance Measurement for service provided to Mid-Maine. No later than sixty (60) days after the completion of each calendar quarter, BA shall forward to Mid-Maine a statement showing BA’s performance for each Performance Measurement

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for service provided to Mid-Maine and a calculation of each Performance Category point-score (“Performance Statement”).

3.3 If for any calendar quarter BA fails to obtain a point-score of “0” or higher for a Performance Measurement for service provided to Mid-Maine, BA will conduct an investigation with regard to the failure. The investigation will review the validity of the measurement for the Performance Measurement, and, if the measurement is concluded to be valid, identify the cause of the failure. After identifying the cause of the failure, BA will take commercially reasonable action to correct the failure resulting from such cause. Mid-Maine shall provide all information and support reasonably requested by BA in order to enable BA to conduct this investigation and to correct any failure to obtain a point-score of “0” or higher for the Performance Measurement.

3.4.1 Subject to the provisions of this Schedule 27.2 and other applicable provisions of this Agreement, if the point-score for a Performance Category for service provided to Mid-Maine is a negative number (-1 or less) for two (2) consecutive calendar quarters, BA shall give a billing credit to Mid-Maine in the amount provided for in Appendix 3 (“Performance Credit”). A Performance Credit shall be given for the second consecutive calendar quarter and for each subsequent consecutive calendar quarter for which the point-score for the Performance Category is a negative number (-1 or less). Each Performance Statement shall include a statement showing any Performance Credit due to Mid-Maine. Each Performance Credit which is due shall be applied to an appropriate Mid-Maine bill no later than thirty (30) days after the Performance Statement stating that the Performance Credit is due is delivered to Mid-Maine.

3.4.2 If the point-score for a Performance Category for service provided to Mid-Maine is a positive number (+1 or more), BA may use the positive point-score for that Performance Category to off-set a negative point-

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score for that Performance Category for the next calendar quarter.

3.4.3.1 BA shall not be obligated to take investigative or corrective action pursuant to Section 3.3, or to pay a Performance Credit, to the extent the negative point-score for a Performance Measurement or Performance Category is caused by a Delaying Event, as defined in Section 2.3.1, above. In calculating a Performance Measurement, BA may adjust the performance data to exclude any negative effect on BA's meeting the performance standard for the Performance Measurement caused by a Delaying Event. If, pursuant to this Section 3.4.3.1, BA adjusts performance data to exclude a negative effect on BA's meeting the performance standard for a Performance Measurement caused by a Delaying Event, BA shall provide to Mid-Maine a reasonably detailed description of the adjustment. If Mid-Maine disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 29.10 of the Agreement.

3.4.3.2 BA may exclude from consideration in calculating Performance Category Point Scores and Performance Credits, and shall not be obligated to take investigative or corrective action pursuant to Section 3.3 with regard to, any Performance Measurement that shows a failure to meet a performance standard if BA can reasonably show that (a) the measurement for the Performance Measurement does not have a statistically valid basis, or (b) the data measured for service provided to Mid-Maine cannot be validly compared to the measurement to which Appendix 3 specifies such data is to be compared (e.g., the measurement for service provided to BA retail customers). If, pursuant to the preceding sentence of this Section 3.4.3.2, BA excludes from consideration in calculating Performance Category Point Scores and Performance Credits and from action under Section 3.3 any Performance Measurement, BA shall provide to Mid-Maine a reasonably detailed explanation of the basis for the exclusion. If Mid-Maine disputes the appropriateness of the

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exclusion, either Party may seek resolution of the dispute in accordance with Section 29.10 of the Agreement.

3.4.3.3 BA may exclude from consideration in calculating Performance Measurements that measure a performance interval any activities where Mid-Maine has requested a date due or other performance interval different from (greater or less than) that which BA provides for its own retail customers or its other telecommunications carrier customers.

3.4.3.4 BA may also exclude from consideration in calculating Performance Category point-scores and Performance Credits, and shall not be obligated to take investigative or corrective action pursuant to Section 3.3 with regard to, any Performance Measurement where the data for two or more months in a calendar quarter have been excluded from consideration pursuant to the provisions of this Agreement.

3.4.4 For each Performance Measurement related to OSS, UNE, Resale Services or Billing, that requires calculation of a percentage, a minimum of 100 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/100 \times 100 = b\%$). Lack of the minimum 100 items will result in BA receiving a “0 Points” score for that Performance Measurement. For each Performance Measurement related to Interconnection Trunks that requires calculation of a percentage, a minimum of 48 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/48 \times 100 = b\%$). Lack of the minimum 48 items will result in BA receiving a “0 Points” score for that Performance Measurement.⁵

3.4.5 As used in Appendix 3 for those Performance Measurements where “Parity” is the standard, “Parity” will be determined in accordance with Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

4. Reciprocity.

⁵ For the purpose of determining whether the minimum 48 items required by this Section has been met, for the “Performance Category 6 - Interconnection Trunk Provisioning”, Performance Measurement “Provisioning - Missed Installation Appointments”, DS1 and DS3 trunks will be counted as equivalent numbers of DS0 trunks (e.g., for the purpose of determining whether the minimum 48 items required by this Section has been met, a DS1 trunk will be counted as the equivalent number of DS0 trunks [i.e., 24 DS0 trunks]).

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Notwithstanding anything in this Agreement to the contrary, the Performance Metrics, Performance Metrics standards, Performance Measurements, Performance Measurements standards, Performance Categories, and Performance Credits, provided for in this Schedule 27.2 shall also apply to Mid-Maine with regard to OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from Mid-Maine. Mid-Maine shall for OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from Mid-Maine, provide to BA Performance Monitoring Reports and Performance Statements similar to those to be provided by BA to Mid-Maine. If Mid-Maine fails to meet a standard for a Performance Metric or a Performance Measurement or incurs a negative point-score on a Performance Category, Mid-Maine shall (a) undertake correction of the failure, to the same extent as BA would be required to undertake correction of the failure under this Schedule 27.2, and (b) give Performance Credits to BA, to the same extent as BA would be required to give Performance Credits to Mid-Maine under this Schedule 27.2.

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5. Definitions.

Appendix 1 sets out definitions for terms that are used in this Schedule 27.2. Except as clearly stated otherwise in a particular instance, these definitions apply throughout this Schedule 27.2.

6. Confidentiality.

Mid-Maine agrees that the information contained in the Performance Reports and the information contained in the Performance Statements shall be Proprietary Information of BA under Section 29.4 of the Agreement.

7. Access to Data.

BA shall provide Mid-Maine with access to the available data and information necessary for Mid-Maine to verify the accuracy of the Performance Monitoring Reports provided by BA to Mid-Maine. Mid-Maine agrees that such data and information is confidential and proprietary to BA and shall be used by Mid-Maine solely for the purpose of verifying the accuracy of the Performance Monitoring Reports. Mid-Maine shall not disclose such data and information to third-persons. BA shall be obligated to retain data and information for access by Mid-Maine under this Section 7 only for the period of time required by Applicable Laws.

8. Customer Proprietary Data and Information.

In providing Performance Reports to Mid-Maine, providing Performance Statements to Mid-Maine, providing Mid-Maine with access to data and information pursuant to Section 7, above, and otherwise performing its obligations under this Schedule 27.2, BA shall not be obligated, and may decline, to disclose to Mid-Maine any individually identifiable information pertaining to a person other than Mid-Maine, including, but not limited to, any other carrier customer of BA or any retail customer of BA. However, nothing in this Section 8 shall be deemed to limit any right Mid-Maine may have under Applicable Law to obtain call detail and CPNI.

9. Interpretation and Construction.

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The Parties acknowledge that this Schedule 27.2 is intended to implement obligations of BA under the FCC's Memorandum Opinion and Order in "In the Applications of NYNEX Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of NYNEX Corporation and Its Subsidiaries", File No. NSD-L-96-10, Released August 14, 1997. This Schedule 27.2 shall be interpreted and construed in a manner consistent with the FCC's Memorandum Opinion and Order.

10. Application.

Except as otherwise indicated in this Schedule 27.2, the measurements listed in this Schedule 27.2 are for unbundled network elements, resale services, network interconnection trunks, carrier billing, and retail services, provided by BA in the State of Maine. The charges used to compute Performance Credits in Appendix 3 shall be charges for unbundled network elements, resale services, and network interconnection trunks, provided by BA to Mid-Maine in the State of Maine, and charges for OSS and DUF provided by BA to Mid-Maine for the State of Maine.

SCHEDULE 27.2

APPENDIX 1

PERFORMANCE MONITORING REPORTS*1. OSS*

Key Service Quality Measurements	Notes
<i>OSS:</i>	
<i>Pre-Order Process:</i>	
1. Pre-Order Response Time:	<i>Not Carrier Specific</i>
<ul style="list-style-type: none"> • a. Customer Service Records 	
<ul style="list-style-type: none"> • b. Other Pre-Order (Aggregate of the following): <ul style="list-style-type: none"> • Due Date Availability • Product & Service Availability Information • Address Validation • Telephone number availability and reservation 	
2. Availability of BA interface to OSS access:	<i>Not Carrier Specific</i>
<ul style="list-style-type: none"> • % Interface Uptime⁶ 	

⁶ This Schedule contemplates that measurements will be conducted in connection with the use and/or operations of various BA systems (including, but not limited to, DCAS, EDI, EIF, WebGUI, and BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing). The Parties, through good faith negotiation, shall amend this Schedule from time-to-time as necessary to conform the Schedule to changes in, discontinuance of, or replacement of, BA systems. Nothing in this Schedule shall be deemed to prevent BA from changing, discontinuing or replacing any BA system or any version, issue or edition of a BA system.

2. *UNBUNDLED NETWORK ELEMENTS (“UNE”):*⁷

Key Service Quality Measurements	Notes
Ordering Process:	
3. Order Confirmation Timeliness:	.
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time - Order Confirmation <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials:</u> <ul style="list-style-type: none"> Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
4. Reject Timeliness	
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time -Rejects <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials:</u> <ul style="list-style-type: none"> Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
5. % Rejects:	

⁷ The UNE Specials measurements shown in this Appendix 1, Section 2 are currently under development for the BA-North states (CT, MA, ME, NH, NY, RI, VT). Until development of these UNE Specials measurements is completed, the data for these UNE Specials measurements will not be separately reported, but will be included in the applicable UNE POTS measurements.

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• % Rejects	
6. Timeliness of Completion Notification:	
• Average Response Time - Notice of Completion	

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2. UNBUNDLED NETWORK ELEMENTS:

Key Service Quality Measurements	Notes
7. % Flow Through Orders	<i>Tracked Not Carrier Specific</i>
<i>Provisioning Process</i>	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Offered -Dispatch (1-5 Lines) Avg. Interval Offered -Dispatch (6-9 Lines) Avg. Interval Offered -Dispatch (10 or more Lines) Avg. Interval Offered - Dispatch (Total) Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Completed - Dispatch (1-5 Lines) Avg. Interval Completed - Dispatch (6-9 Lines) Avg. Interval Completed - Dispatch (10 or more Lines) Avg. Interval Completed - Dispatch (Total) Avg. Interval Completed - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Completed 	
10. % Completed within 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed within 5 Days (1 to 5 Lines) 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Dispatch % Missed Installation Appointment - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles within 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Troubles within 30 days 	

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<u>Specials:</u> <ul style="list-style-type: none">• % Installation Troubles within 30 days	
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EXHIBIT K**2. UNBUNDLED NETWORK ELEMENTS:**

Key Service Quality Measurements	Notes
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> • Trouble Report Rate - Dispatch • Trouble Report Rate - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • Network Trouble Report Rate (Dispatch + No Dispatch) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Repair Appointment - Dispatch • % Missed Repair Appointment - No Dispatch 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> • Mean Time to Repair - Dispatch (Run Clock) • Mean Time to Repair - No Dispatch (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> • Mean Time to Repair (Stop Clock) 	
17. % Out of Service > 24 Hours	
<u>POTS:</u> <ul style="list-style-type: none"> • % Out of Service > 24 Hours 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Out of Service > 24 Hours 	
18. % Repeat Reports within 30 days	
<u>POTS:</u> <ul style="list-style-type: none"> • % Repeat Reports within 30 Days 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Repeat Reports within 30 Days 	

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3. **RESALE:**

Key Service Quality Measurements	Notes
Ordering Process:	
3. Order Confirmation Timeliness:	.
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time - Order Confirmation <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials:</u> <ul style="list-style-type: none"> Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
4. Reject Timeliness	
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time -Rejects <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials</u> <ul style="list-style-type: none"> Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
5. % Rejects:	
<ul style="list-style-type: none"> % Rejects 	
6. Timeliness of Completion Notification:	
<ul style="list-style-type: none"> Average Response Time - Notice of Completion 	

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3. **RESALE:**

Key Service Quality Measurements	Notes
7. % Flow Through Orders	<i>Tracked Not Carrier Specific</i>
Provisioning Process	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Offered - Dispatch (1-5 Lines) Avg. Interval Offered - Dispatch (6-9 Lines) Avg. Interval Offered - Dispatch (10 or more Lines) Avg. Interval Offered - Dispatch (Total) Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Completed - Dispatch (1-5 Lines) Avg. Interval Completed - Dispatch (6-9 Lines) Avg. Interval Completed - Dispatch (10 or more Lines) Avg. Interval Completed - Dispatch (Total) Avg. Interval Completed -No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Completed 	

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3. **RESALE:**

Key Service Quality Measurements	Notes
10. % Completed within 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed within 5 Days (1 to 5 Lines) 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment (BA) - Dispatch % Missed Appointment (BA) - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Appointment (BA) 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles within 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Dispatch + No Dispatch) 	
<u>Specials:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Dispatch + No Dispatch) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Repair Appointment - Dispatch % Missed Repair Appointment - No Dispatch 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> Mean Time to Repair (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> Mean Time to Repair (Stop Clock) 	

EXHIBIT K**3. *RESALE*:**

Key Service Quality Measurements	Notes
17. % Out of Service > 24 Hours	
<u>POTS:</u> <ul style="list-style-type: none">• % Out of Service > 24 Hours	
<u>Specials:</u> <ul style="list-style-type: none">• % Out of Service > 24 Hours	
18. % Repeat Reports within 30 days	
<u>POTS:</u> <ul style="list-style-type: none">• % Repeat Reports within 30 Days	
<u>Specials:</u> <ul style="list-style-type: none">• % Repeat Reports within 30 Days	

4. NETWORK INTERCONNECTION TRUNKS:

Key Service Quality Measurements	Notes
Ordering Process:	
3. Order Confirmation Timeliness:	
• a. Average Response Time: Firm Order Confirmation	
• b. % > 10 days	
4. Reject Timeliness	<i>Manual Tracking</i>
• a. Average Response Time: Rejects	
• b. % > 10 days	
5. % Rejects:	
• % Rejects	
6. Timeliness of Completion Notification:	
• Average Response Time - Notice of Completion (<i>Requires Serial Number</i>)	<i>Manual Tracking</i>
Provisioning Process	
8. Average Interval - Offered	
• Average Interval - Offered	
9. Average Interval - Completed	
• Average Interval - Completed	
10. [Intentionally Omitted]	
11. % Missed Installation Appointment -BA Reasons	
• % Missed Installation Appointment (<i>BA Reasons</i>)	
12. % Missed Installation Appointment - Facilities	
• % Missed Installation Appointment - Facilities	
13. % Installation Troubles within 30 Days	
• % Installation Trouble within 30 days	

EXHIBIT K**4. NETWORK INTERCONNECTION TRUNKS:**

Key Service Quality Measurements	Notes
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
• Network Trouble Report Rate	
15. [Intentionally Omitted]	
16. Mean Time to Repair	
• Mean Time to Repair (Stop Clock)	
17. % Out of Service > 24 Hours	
• % Out of Service > 24 Hours	
18. % Repeat Reports within 30 days	
• % Repeat Reports within 30 Days	
<i>Network Performance</i>	
20. % Dedicated Final Trunk Blockage	

5. CLEC BILLING (All Services, Interconnection, UNE and Resale):

Billing:	
21. Timeliness of Daily Usage Feed	
<ul style="list-style-type: none"> • <u>Timeliness of Usage Information</u> <ul style="list-style-type: none"> • % Usage in 3 business days 	
<ul style="list-style-type: none"> • % Usage in 4 business days • % Usage in 5 business days • % Usage in 8 business days 	
22. Timeliness of Carrier Bill	<i>Not Carrier Specific</i>

6. RETAIL:

Key Service Quality Measurements	Notes
<i>Pre-Order Process:</i>	
1. Pre-Order Response Time:	
<ul style="list-style-type: none"> a. Customer Service Records 	
<ul style="list-style-type: none"> b. Other Pre-Order (Aggregate of the following): <ul style="list-style-type: none"> Due Date Availability Product & Service Availability Information Address Validation Telephone number availability and reservation 	
<i>Provisioning Process</i>	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Offered - Dispatch (1-5 Lines) Avg. Interval Offered - Dispatch (6-9 Lines) Avg. Interval Offered - Dispatch (10 or more Lines) Avg. Interval Offered - Dispatch (Total) Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Completed - Dispatch (1-5 Lines) Avg. Interval Completed - Dispatch (6-9 Lines) Avg. Interval Completed - Dispatch (10 or more Lines) Avg. Interval Completed - Dispatch (Total) Avg. Interval Completed - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Completed 	

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6. RETAIL:

Key Service Quality Measurements	Notes
10. % Completed within 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed within 5 Days (1 to 5 Lines): 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment (BA) - Dispatch % Missed Appointment (BA) - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Appointment (BA) 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles within 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> Network Trouble Report Rate - Total Network Trouble Report Rate - Dispatch Network Trouble Report Rate - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Dispatch + No Dispatch) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Repair Appointment - Dispatch % Missed Repair Appointment - No Dispatch 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> Mean Time to Repair - Total (Run Clock) Mean Time to Repair - Dispatch (Run Clock) Mean Time to Repair - No Dispatch (Run Clock) 	
<u>Specials:</u>	

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- | | |
|--|--|
| <ul style="list-style-type: none">• Mean Time to Repair (Stop Clock) | |
|--|--|

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6. RETAIL:

Key Service Quality Measurements	Notes
17. % Out of Service > 24 Hours	
<u>POTS:</u>	
• % Out of Service > 24 Hours	
<u>Specials:</u>	
• % Out of Service > 24 Hours	
18. % Repeat Reports within 30 days	
<u>POTS:</u>	
• % Repeat Reports within 30 Days	
<u>Specials:</u>	
• % Repeat Reports within 30 Days	

Trunks	
Key Service Quality Measurements	Notes
<i>Provisioning Process</i>	
8. Average Interval - Offered	
• Average Interval - Offered	FGD
9. Average Interval - Completed	
• Average Interval - Completed	FGD
10. [Intentionally Omitted]	
11. % Missed Installation Appointment -BA Reasons	
• % Missed Installation Appointment (<i>BA Reasons</i>)	FGD
12. % Missed Installation Appointment - Facilities	
• % Missed Installation Appointment - Facilities	FGD
13. % Installation Troubles within 30 Days	
• % Installation Trouble within 30 days	FGD
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
• Network Trouble Report Rate	FGD
15. [Intentionally Omitted]	
16. Mean Time to Repair	
• Mean Time to Repair (Stop Clock)	FGD
17. % Out of Service > 24 Hours	
• % Out of Service > 24 Hours	FGD
18. % Repeat Reports within 30 days	
• % Repeat Reports within 30 Days	FGD
19. % Common Final Trunk Blockage	

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DEFINITIONS

The following definitions apply to the terms used in this Schedule 27.2.

Product Definitions:

Products:	Definition:
<ul style="list-style-type: none">POTS services	<u>Retail and Resale POTS</u> includes all non-designed lines/circuits that originate at a customer's premise and terminate on an OE (switch Office Equipment). All others are considered specials. POTS includes Centrex, Basic ISDN and PBX trunks.
	<u>UNE POTS</u> includes Basic 2-Wire Analog Loop, Customer specified signaling loops, Analog Line Port, and Interim Number Portability. Includes both new loops and "coordinated cutover" loop orders. "Coordinated cutover" loops are orders where a live customer is converted to a CLEC re-using the outside plant facilities. Coordination of all parties is necessary to minimize disruption of service to the end user.
<ul style="list-style-type: none">Special Services	Special Services ("Specials") are services or elements that require design intervention. These include such services/elements as: high capacity services (DS1 or DS3), Primary rate ISDN, digital services, private lines, multiplexing, and Interoffice Facilities.
<ul style="list-style-type: none">Interconnection Trunks	Includes switched local interconnection (message) trunks carrying traffic between BA and CLEC offices. Includes End Office and Tandem trunks.
<ul style="list-style-type: none">Number of Installation Orders	Total number of "N", "T", or "C" type orders. These orders include new orders, orders where the service is moving to a different location, or changes for existing service.

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Key Service Quality Measurement Definitions:

Pre-Ordering:	.
<p>1. Response Time:</p>	<p><i>Note: All Pre-Order measures are reported on an aggregated basis and are not CLEC specific. Where BA uses an access platform and Operations Support System (OSS) that serve multiple states, BA may combine measurement data from those states for this measurement.</i></p> <p>“Response time” is defined as the time, in seconds, that elapses from issuance of a query request to receipt of a response. For CLECs, this performance is measured at the DCAS access platform. For BA, this performance is measured directly to and from the Operations Support System (OSS). (This measurement does not apply to the WebGUI interface.)</p> <p><u>Methodology:</u> BA to sample ten (10) transactions per hour per transaction type, for each interface, from Monday to Friday, 8 a.m. to 5 p.m., via Sentinel system. Sentinel will replicate the transaction of a BA service representative going directly to the OSS as well as a CLEC representative going to the OSS through DCAS.</p>
<ul style="list-style-type: none"> Customer Service Record 	<p>Customer Service Records can range from 1 to about 200 pages.</p> <p>BA may combine measurement data from all BA—North states (CT, MA, ME, NH, NY, RI, VT) for this measurement.</p>
<ul style="list-style-type: none"> Other Pre-Order 	<p>Includes the average response time for the aggregate performance of the following: (1) due date availability; (2) address validation; (3) product & service availability; and, (4) telephone number availability/reservation.</p> <p>BA may combine measurement data from all BA—North states (CT, MA, ME, NH, NY, RI, VT) for this measurement.</p>

EXHIBIT K**Key Service Quality Measurement Definitions:**

2. OSS Interface Availability (%)	<p><i>Note: All Pre-Order measures are reported on an aggregated basis and are not CLEC specific. Where BA uses an access platform that serves multiple states, BA may combine measurement data from those states for this measurement.</i></p> <p>Measures the percentage of time the OSS interface is available compared to scheduled availability.</p> <p>BA may combine measurement data from all BA—North states (CT, MA, ME, NH, NY, RI, VT) for this measurement.</p>
Ordering:	
3. Order Confirmation Timeliness:	
<ul style="list-style-type: none"> • UNE and Resale Average Response Time: Mechanized Orders 	<p>Average response time (in hours) from EDI, EIF or WebGUI receipt of a valid order request to EDI, EIF or WebGUI distribution of service order confirmation. Hours exclude weekends and holidays. Includes orders received via EDI, EIF or WebGUI that flow-through to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • UNE and Resale Average Response Time: Manual Orders 	<p>Average response time (in hours) from EDI, EIF or WebGUI receipt of a valid order request to EDI, EIF or WebGUI distribution of service order confirmation. Hours exclude weekends and holidays. Includes orders received via EDI, EIF or WebGUI that require manual input to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • Interconnection Trunks 	<p>Average response time (in days) from receipt of a valid Access Service Request (“ASR”) to distribution of a Firm Order Confirmation (“FOC”). Hours exclude weekends and holidays. Includes orders for 192 or fewer trunks for which facilities are available. All ASRs must be electronically transmitted for this measurement to apply. Does not include orders with negotiated intervals.</p>

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<ul style="list-style-type: none">• Interconnection Trunks: % > 10 Days	For Interconnection Trunk orders (non-negotiated due dates), the percentage of ASRs where the Firm Order Confirmations are sent more than ten (10) days after receipt of a valid ASR. Days exclude weekends and holidays. All ASRs must be electronically transmitted for this measurement to apply. Does not include orders with negotiated intervals.
<ul style="list-style-type: none">• Application Date/Time	Orders received after 3 PM Eastern Time will be considered received the next business day.

EXHIBIT K**Key Service Quality Measurement Definitions:**

4. Reject Notice Timeliness:	
<ul style="list-style-type: none">• UNE and Resale Average Response Time - Mechanized	Average response time (in hours) from EDI, EIF or WebGUI receipt of an order request to EDI, EIF or WebGUI distribution of reject or query. Hours exclude weekends and holidays. Includes orders received via EDI, EIF or WebGUI that flow-through to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.
<ul style="list-style-type: none">• UNE and Resale Average Response Time - Manual	Average response time (in hours) from EDI, EIF or WebGUI receipt of a service request to EDI, EIF or WebGUI distribution of reject or query. Includes orders received via EDI, EIF or WebGUI that require manual input to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.
<ul style="list-style-type: none">• Interconnection Trunks	Average response time (in days) from receipt of an Access Service Request ("ASR") to distribution of a reject or query. Hours exclude weekends and holidays. Includes orders for 192 or fewer trunks for which facilities are available. All ASRs must be electronically transmitted for measurement to apply. Does not include orders with negotiated intervals.
<ul style="list-style-type: none">• Interconnection Trunks: % > 10 Days	For Interconnection Trunk orders (non-negotiated due dates), the percentage of ASRs where the reject or query is sent more than 10 days after receipt of an ASR. Days exclude weekends and holidays. All ASRs must be electronically transmitted for measurement to apply. Does not include orders with negotiated intervals.
<ul style="list-style-type: none">• Application Date/Time	Orders received after 3 PM Eastern Time will be considered received the next business day.
5. % Rejects	The percent of total orders received that are rejected or queried by BA.

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6. Timeliness of Completion Notification	The average interval (in days) from the completion date shown in the BA billing system to the distribution of the order completion notification. Under the current process: UNE non-loop and Resale order completion notifications are transmitted either electronically via EIF or WebGUI or via FAX; for UNE loop orders, measurement is from the turnover of the loop to telephonic acceptance by the CLEC; and, for Interconnection Trunks, measurement is from work completion to telephonic acceptance by the CLEC at turn-up. Does not include orders with negotiated intervals. This measurement is currently under development and will be furnished when available.
7. % Flow Through Orders	<p>The percentage of valid orders received via EDI, EIF or WebGUI and processed directly to legacy service order processor without manual intervention. Flow-Through measurements are reported on an aggregated basis and not on a CLEC specific basis.</p> <p>Where BA uses an access platform and OSS that serve multiple states, BA may combine measurement data from those states for this measurement.</p>
Provisioning:	
8. Average Interval - Offered	Average number of business days between order application date and committed due date. The application date is the date that a valid service request is received. For orders received after 3 PM Eastern Time the next business day is considered the application date. Includes "W" coded orders only. Does not include an order with a due date that is beyond the standard available appointment interval. Does not include coordinated cut-over orders.

EXHIBIT K**Key Service Quality Measurement Definitions:**

9. Average Interval - Completed	Average number of business days between order application date and actual work completion date. The application date is the date that a valid service request is received. Completion date is the field completion date noted on the Service Order. Includes "W" coded orders only. Orders completed late due to a CLEC or CLEC end user caused delay are excluded from this performance measure. Does not include an order with a due date that is beyond the standard available appointment interval.
10. % Completed within 5 business days - Total	For POTS orders of 1 to 5 lines. The percentage of orders completed in 5 business days between order application date and actual work completion date. The application date is the date that a valid service request is received. Includes "W" coded orders only. Orders completed late due to a CLEC or CLEC end user caused delay are excluded from this performance measure. Does not include an order with a due date that is beyond the standard available appointment interval. Does not include coordinated cut-over orders, such as loop or number portability orders.
11. % Missed Installation Appointment - BA - Total	Percentage of all orders completed for which there was a missed installation appointment caused by BA. Excludes missed installation appointments caused by CLEC or end user, including required access not available during appointment interval.
• % Missed Installation Appointment - Dispatch	Same as above, for orders that require the dispatch of a BA technician outside of a BA central office.
• % Missed Installation Appointment - No Dispatch	Same as above, for orders that do not require the dispatch of a BA technician outside of a BA central office. Includes orders that require switch translation and/or central office dispatch for wiring work.
12. % Missed Installation Appointment - Facilities	Percentage of all orders completed for which there was a missed installation appointment due to lack of BA facilities.

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13. % Installation Troubles within 30 Days	Percentage of lines/circuits/trunks ordered for which a Network Trouble (Disposition Codes, 3, 4 and 5) is reported and found within 30 days of order completion. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
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EXHIBIT K**Key Service Quality Measurement Definitions:**

Maintenance:	
14. Network Trouble Report Rate	Total Initial Customer direct or referred Troubles reported on services by customer, where the trouble disposition was found to be a network problem (Disposition Codes 3, 4 and 5), per 100 lines/circuits/trunks in service. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
<ul style="list-style-type: none"> • Trouble Report Rate - Dispatch 	Same as above, Disposition Codes 3 (Drop Wire) and 4 (Outside Plant) only. Troubles found to be in the Outside Plant facilities.
<ul style="list-style-type: none"> • Trouble Report Rate - No Dispatch 	Same as above, Disposition Code 5 (Central Office) only. Troubles found to be within the Central Office, including translation troubles.
15. % Missed Repair Appointments	The percentage of Initial Network Trouble Reports (Disposition Codes 3, 4 and 5) that are not repaired and cleared by the time committed. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Also excludes missed repair appointments caused by CLEC or end user, including required access not available during appointment interval. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
<ul style="list-style-type: none"> • % Missed Repair Appointment - Dispatch 	Same as above, for troubles where a dispatch was required outside of the BA Central Office and the trouble was found in Outside Plant (Disposition Codes 3 and 4). Troubles where there was both an inside and an outside dispatch are included if the final resolution was a loop trouble.
<ul style="list-style-type: none"> • % Missed Repair Appointment - No Dispatch 	Same as above, for troubles where a dispatch may have been required outside of the BA Central Office, but the trouble was resolved within the Central Office. Includes translation type troubles as well as Central Office type troubles.

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16. Mean Time to Repair	For Initial Customer Trouble Reports found to be network troubles (Disposition Codes 3, 4 and 5), the average duration time from trouble receipt to trouble clearance. Running clock for POTS troubles. Stop Clock for Specials troubles and Interconnection Trunk troubles. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
17. % Out of Service > 24 Hours	Network troubles (Disposition Codes 3, 4 and 5) out of service, repaired and cleared more than 24 hours after receipt of a customer trouble report, as a percentage of total network troubles (Disposition Codes 3, 4 and 5) out of service. Out of Service means that there is no dial tone, the customer cannot call out, or the customer cannot be called. The Out of Service period commences when the trouble is entered into BA's designated trouble reporting interface either directly by the CLEC or by a BA representative upon notification by the CLEC. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), troubles closed due to customer action, and troubles not out of service. Trouble reports on unregulated services, such as Voice Messaging, are excluded.

EXHIBIT K**Key Service Quality Measurement Definitions:**

18. % Repeat Trouble Reports within 30 days	<p>The percentage of network troubles (Disposition Codes 3, 4 and 5) cleared that have an additional trouble within thirty (30) days for which a network trouble (Disposition Codes 3, 4 and 5) is found. A “Repeat Trouble Report” is a trouble on the same line/circuit/trunk as a previous trouble reported within the last thirty (30) calendar days. A trouble report is not treated as a “Repeat Trouble Report” where the original trouble report was: trouble that had an originating disposition code of CPE (customer premises equipment—disposition codes 12 and 13); trouble that had an originating disposition code of Customer Action (disposition code 6); or, trouble that originally closed as a Front End Close-Out. A trouble report is also not treated as a “Repeat Trouble Report” where the repeat report is: a subsequent report (an additional customer call while the trouble is pending); customer provided equipment (CPE) trouble; trouble reported but not found (Found OK and Test OK); or, trouble closed due to customer action.</p>
Network Performance:	
19. % Common Final Trunk Blockage	<p>Measures the percentage of BA Common Final Trunk Groups that exceed the applicable blocking design threshold (either B.01 or B.005).</p> <p>Common Final Trunks: Common Final Trunks carry local traffic between BA end offices and the BA Tandem and between BA end offices.</p> <p>Does not include Common Final Trunks carrying only IXC traffic.</p> <p>Blockage: The system used to measure trunk performance is TNDS (Total Network Data System). Monthly trunk blockage studies are based on a time consistent busy hour. The percentage of BA trunk groups exceeding the applicable blocking design threshold (either B.01 or B.005) will be reported. For B.01 design, this is trunk groups exceeding a threshold of about 3% blocking. For B.005 design, this is trunk groups exceeding a threshold of about 2% blocking.</p>

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<p>20. % Dedicated Final Trunk Blockage</p>	<p>Measures the percentage of BA Dedicated Final Trunk Groups that exceed the applicable blocking design threshold (either B.01 or B.005).</p> <p>Dedicated Final Trunks: Dedicated final trunk groups carry local traffic from a BA Access Tandem to a CLEC switch. A dedicated final trunk group does not overflow.</p> <p>Does not include IXC dedicated trunks or Dedicated Final Trunks carrying only IXC traffic.</p> <p>Blockage: The system used to measure trunk performance is TNDS (Total Network Data System). Monthly trunk blockage studies are based on a time consistent busy hour. The percentage of BA to CLEC dedicated final trunk groups exceeding the applicable blocking design (either B.01 or B.005) will be reported. For B.01 design, this is trunk groups exceeding a threshold of about 3% blocking. For B.005 design, this is trunk groups exceeding a threshold of about 2% blocking.</p>
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Billing:	
21. Timeliness of Daily Usage Feed	Measures the number of business days from the creation of the message to the date that the usage information is made available to the CLEC on the daily usage feed. Measured in percentage of usage records available for transmission in 3, 4, 5, and 8 business days. The measurement includes both UNE and Resale.
22. Timeliness of Carrier Bill	Measures the percentage of carrier bills ready for distribution to the carriers within 10 business days of the bill date. Includes mechanized and paper carrier CABS bills for both carrier access and CLECs. Does not include summary bills sent from CRIS. This is an aggregate measurement and not CLEC specific.

SCHEDULE 27.2

APPENDIX 2

PERFORMANCE METRICS, STANDARDS AND REMEDIES**A. Unbundled Network Elements****1. Ordering and Provisioning**

Performance Metric	Standard
% Installation Troubles within 30 Days (POTS) (UNE KSQM 13) ⁸	Parity
% Installation Troubles within 30 Days (Specials) (UNE KSQM 13)	Parity

2. Maintenance

Performance Metric	Standard
Mean Time to Repair - Dispatch (POTS) (UNE KSQM 16)	Parity
Mean Time to Repair - No Dispatch (POTS) (UNE KSQM 16)	Parity
Mean Time to Repair (Specials) (UNE KSQM 16)	Parity

B. Resale Services**1. Ordering and Provisioning**

Performance Metric	Standard
Average Interval Offered (POTS) - Dispatch <ul style="list-style-type: none"> • 1-5 Lines • 6-9 Lines • 10 or more Lines (Resale KSQM 8)	Parity
Average Interval Offered (POTS) - No Dispatch (Resale KSQM 8)	Parity
Average Interval Offered (Specials)	Parity

⁸ "(UNE KSQM 13)" identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Metric.

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(Resale KSQM 8)	
Average Interval Completed (POTS) - Dispatch (Resale KSQM 9)	Parity
Average Interval Completed (POTS) - No Dispatch (Resale KSQM 9)	Parity

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Average Interval Completed (Specials) <ul style="list-style-type: none">• 1-5 Lines• 6-9 Lines• 10 or more Lines (Resale KSQM 9)	Parity
% Installation Troubles within 30 Days (POTS) (Resale KSQM 13)	Parity
% Installation Troubles within 30 Days (Specials) (Resale KSQM 13)	Parity

2. Maintenance

Performance Metric	Standard
Mean Time to Repair (POTS) (Resale KSQM 16)	Parity
Mean Time to Repair (Specials) (Resale KSQM 16)	Parity

C. Interconnection Trunks

1. Ordering and Provisioning

Performance Metric	Standard
FOC Timeliness (Network Interconnection Trunks {"IT"} KSQM 3.b)	?90% in 10 Days
Rejects Timeliness (IT KSQM 4.b)	?90% in 10 Days
Average Interval Offered (IT KSQM 8)	Parity
Average Interval Completed (IT KSQM 9)	Parity

D. Network Performance

1. Final Trunk Group Blocking

Performance Metric	Standard
Dedicated Final Trunk Group Blockage (CLEC Trunks) (IT KSQM 20)	(B.01 Design Standard or B.005 Design Standard, as applicable)
Common Final Trunk Group Blockage (Retail Trunks) (IT KSQM 19)	(B.01 Design Standard or B.005 Design Standard, as applicable)

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Parity

“Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” for UNE and Resale Services will be based upon a comparison of BA’s performance for the above Performance Metrics with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements as reasonably determined and provided by BA.

Definitions, Conditions, Requirements & Exclusions for Appendix 2

See, “UNE Definitions, Conditions, Requirements & Exclusions”, “Resale Definitions, Conditions, Requirements & Exclusions”, “Interconnection Trunk Definitions, Conditions, Requirements & Exclusions”, and “Billing Definitions, Conditions, Requirements & Exclusions”, in Appendix 3, which are incorporated here by reference. As used in this Appendix 2, references to Performance Measurements in “UNE Definitions, Conditions, Requirements & Exclusions”, “Resale Definitions, Conditions, Requirements & Exclusions”, “Interconnection Trunk Definitions, Conditions, Requirements & Exclusions”, and “Billing Definitions, Conditions, Requirements & Exclusions”, in Appendix 3, shall be deemed to be references to Performance Metrics.

Resale Services

1. Ordering and Provisioning. Average Interval Offered and Average Interval Completed Performance Measurements do not include orders with negotiated intervals.

Interconnection Trunks

1. FOC and Rejects measurements apply only to electronically received ASRs.
2. FOC and Rejects measurements apply only to additions to existing trunk groups, adding 192 or fewer trunks, with no routing or translations changes.
3. Average Interval Offered measurement comparison is to IXC Feature Group D switched access trunks provided by BA to IXCs.
4. Average Interval Offered measurement applies only to additions to existing trunk groups, adding 192 or fewer trunks, with no routing or translations changes.
5. Average Interval Completed comparison is to IXC Feature Group D switched access trunks provided by BA to IXCs.
6. Average Interval Completed measurement applies only to additions to existing trunk groups, adding 192 or

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fewer trunks, with no routing or translations changes.

SCHEDULE 27.2

APPENDIX 3

PERFORMANCE MEASUREMENTS, STANDARDS AND REMEDIES**A. Operational Support Systems****1. Performance Category 1 -- OSS Pre-Order Response Time and Availability**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
Response Time - Customer Service Records (OSS KSQM 1.a) ⁹	>8.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Response Time - Aggregated Other Pre-Order Transactions (OSS KSQM 1.b)	>8.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Access Platform Availability ¹ (OSS KSQM 2)	<99 % Availability	≥99% Availability	

¹ Excludes (a) scheduled maintenance and (b) unavailability of Operations Support Systems (e.g., BOSS, Livewire) other than the access platform.

Calculation of Performance Credit:Total Score:

0 or Greater Points = No Performance Credit

-1 to -2 points = 2 % of OSS Charges for the Measured Calendar Quarter

-3 points = 4 % of OSS Charges for the Measured Calendar Quarter

⁹ "(OSS KSQM 1)" identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Measurement.

OSS Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Response Time:

1. Performance Measurements and Performance Credits apply only to use of the DCAS gateway or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA.
2. Performance Measurements and Performance Credits will be calculated only if the DCAS gateway (or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA) has been fully tested by the Parties and accepted by Mid-Maine, and is used by Mid-Maine for all transactions.
3. Performance Measurements apply only to CSR Retrieval and Aggregated Other Pre-Order Transactions. Aggregated Other Pre-Order Transactions will initially include Telephone Number Availability and Reservation, and Address Validation. Product & Service Availability Information and Due Date Availability will be added in the future.
4. Mid-Maine shall provide to BA forecasts of volumes at least six (6) months prior to the commencement of the measured calendar quarter (except that, Mid-Maine may provide to BA forecasts of volumes for the months of the first calendar quarter to be measured under this Agreement, on or before a date 90 days prior to the commencement of such first calendar quarter). Forecasts for UNE and Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine for each month. Forecasts for Interconnection Trunk volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine either (a) for each month or (b) for each quarter, in which case the quarterly volume will be pro-rated to a monthly volume. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in timely submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If Mid-Maine fails to timely provide the forecasts of volumes to BA, BA may exclude Performance Category 1 and the Performance Measurements in Category 1 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.
5. If Mid-Maine submits more than 60 orders in a day and the Mid-Maine submitted work load for any one

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hour in that day is more than twice (2x) the daily average hour Mid-Maine submitted work load,¹⁰ all transactions for that day will be deemed to have at least met “Equals Standard” (“O” Points).

6. These Performance Measurements are not carrier specific.

Access Platform Availability:

1. This Performance Measurement is not carrier specific. This Performance Measurement measures the overall availability performance of the OSS access platform and is not service or function specific.

2. Performance Measurements and Performance Credits will be calculated only if the DCAS gateway (or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA) has been fully tested by the Parties and accepted by Mid-Maine, and is used by Mid-Maine for all transactions.

¹⁰ In calculating “the daily average hour Mid-Maine submitted work load”, the “daily” period used for the calculation shall be deemed to be twelve (12) hours in length.

EXHIBIT K**B. Unbundled Network Elements:****1. Performance Category 2 – UNE Ordering and Provisioning:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS - OC Timeliness: <10 Lines (UNE KSQM 3.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - OC Timeliness: ≥10 Lines (UNE KSQM 3.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
POTS - Reject Timeliness: <10 Lines (UNE KSQM 4.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - Reject Timeliness: ≥10 Lines (UNE KSQM 4.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
Missed Installation Appointments: POTS - Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: POTS - No Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: Specials (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²

OC = Order confirmation

¹ Orders received after 3:00 PM Eastern Time shall have the “clock” start at 8:00 a.m. on the next business day.

² “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:Total Score:

0 or Greater Points = No Performance Credits

-1 to -3 points = 7 % of UNE POTS and Specials Non-Recurring Charges for Mid-Maine for the measured calendar quarter times the Missed Installation Factor¹

-4 to -5 points = 14 % of UNE POTS and Specials Non-Recurring Charges for Mid-Maine for the measured calendar quarter times the Missed Installation Factor¹

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-6 to -7 points = 20 % of UNE POTS and Specials Non-Recurring Charges for Mid-Maine for the measured calendar quarter times the Missed Installation Factor¹

¹ Missed Installation Factor = (Missed Installation Appointments for UNE POTS and Specials provided by BA to Mid-Maine for the measured calendar quarter as a percentage of Installation Appointments for UNE POTS and Specials provided by BA to Mid-Maine for the measured calendar quarter) - (Missed Installation Appointments for POTS and Specials provided by BA to BA retail customers for the measured calendar quarter as a percentage of Installation Appointments for POTS and Specials provided by BA to BA retail customers for the measured calendar quarter).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to Mid-Maine for a missed installation appointment, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 100% of the non-recurring charges for the UNE item that was subject to the missed installation appointment, except to the extent applicable under the terms of Section 26.0 of the Agreement.

If more than 10% of Mid-Maine's orders are rejected or queried by BA,¹¹ BA shall not be obligated to calculate this Performance Category, to pay a Performance Credit in connection with this Performance Category, or to take investigative or corrective action under Section 3.3 with regard to any Performance Measurement in this Performance Category.

¹¹ Orders that are rejected or queried by BA because of a failure in the operation of a BA ordering system will not be included in calculations to determine the percentage of Mid-Maine's orders that are rejected or queried by BA.

EXHIBIT K**2. Performance Category 3 – UNE Maintenance:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
SPECIALS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
POTS: % Repeat Reports within 30 Days (UNE KSQM 18)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:Total Score:

0 or Greater Points = No Performance Credit

-1 point = 3 % of UNE POTS and Specials Recurring Charges for Mid-Maine for the measured calendar quarter times the Lines Out of Service Factor¹

-2 points = 6 % of UNE POTS and Specials Recurring Charges for Mid-Maine for the measured calendar quarter times the Lines Out of Service Factor¹

-3 points = 8 % of UNE POTS and Specials Recurring Charges for Mid-Maine for the measured calendar quarter times the Lines Out of Service Factor¹

¹ Lines Out of Service Factor = (Percentage of Mid-Maine UNE POTS and Specials lines network troubles out of service > 24 hours - Percentage of BA retail customer POTS and Specials lines network troubles out of service > 24 hours) x (Mid-Maine UNE POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total Mid-Maine UNE POTS and Specials lines in service).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to Mid-Maine for an out of service condition or other measured service affecting condition, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall

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not exceed an amount equal to 200% of the pro-rated recurring charges for the UNE item that was out of service or subject to the measured service affecting condition for the period that such UNE item was out of service or subject to the measured service affecting condition, except to the extent applicable under the terms of Section 26.0 of the Agreement.

Adjustment of Performance Credit:

In the repair/maintenance function, mutual responsibilities exist. The responsibility for testing unbundled loops and the identification of a required dispatch for UNE reside with Mid-Maine. Reductions will be made in the Performance Credit if necessary access is not available, or if a dispatch is made and no trouble is found,¹² or if trouble is found to be on the Mid-Maine customer's side of the network demarcation point (e.g., in premises wiring or customer premises equipment), at a statistically higher rate than BA experiences for BA's own retail customers.

	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% No Access	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ "Parity" will be determined in accordance with the statistical methodology set forth in Appendix 4, "Statistical Methodology for Determining 'Parity' Range".

Total Score:

0 or Greater Points = No Adjustment to Maintenance Performance Credit

-1 point = 25 % Reduction of Maintenance Performance Credit

-2 points = 50 % Reduction of Maintenance Performance Credit

¹² BA will not include in calculations to determine reductions in the Performance Credit a dispatch where no trouble is found if a trouble which should have been found on such dispatch is found on a subsequent dispatch.

UNE Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Ordering (OC Timeliness and Reject Timeliness):

1. Unbundled Switching Network Elements are included for measurement after the establishment of unbundled switching in the switch through the joint planning/services establishment process.
2. Performance Measurements and Performance Credits will apply only if: (a) EDI Issue 8 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for Mid-Maine's use) is in place and is being used by Mid-Maine for all UNE ordering which can be performed via EDI; (b) EIF is in place and being used by Mid-Maine for all UNE ordering which can be performed via EIF; or, (c) BA's WebGUI is in place and being used by Mid-Maine for all UNE ordering which can be performed via BA's WebGUI. Mid-Maine must implement later specifications of EDI and later versions of EIF and WebGUI within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for Mid-Maine's use.
3. Mid-Maine shall provide to BA forecasts of UNE volumes at least six (6) months prior to the commencement of the measured calendar quarter (except that, Mid-Maine may provide to BA forecasts of volumes for the months of the first calendar quarter to be measured under this Agreement, on or before a date 90 days prior to the commencement of such first calendar quarter). Forecasts for UNE volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If Mid-Maine fails to timely provide the forecasts of UNE volumes to BA, BA may exclude Performance Category 2 and the Performance Measurements in Category 2 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.
4. If Mid-Maine submits more than 60 orders in a day and the Mid-Maine submitted work load for any one hour in that day is more than twice (2x) the daily average hour Mid-Maine submitted work load,¹³ all transactions for that day will be deemed to have at least met "Equals Standard" ("O" Points).

¹³ In calculating "the daily average hour Mid-Maine submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

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5. OC and Reject Timeliness Performance Measurements do not apply to orders with negotiated due dates.

Provisioning (Missed Installation Appointments):

1. Mid-Maine Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of Mid-Maine, Mid-Maine's contractors or vendors,¹⁴ or Mid-Maine's customers (including, but not limited to, inability to access customer interfaces and terminals).
2. If the Expedited Due Dates¹⁵ for any one month in a measured calendar quarter exceed 10% of the total appointments for that month, BA will not be obligated to calculate Performance Category 2 for that month, or the Performance Measurements in Performance Category 2 for that month, and may exclude Performance Category 2 for that month, and the Performance Measurements in Performance Category 2 for that month, from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.
3. Mid-Maine Missed Installation Appointments will be included in the computation only if:

a. Loop Orders:

- (i) ANI to Mid-Maine telephone number, verification successful from DEMARC by BA field technician.
- (ii) All order information submitted by Mid-Maine was valid, accurate and complete (e.g., street address, end user local contact (LCON), floor/unit number, appropriate Mid-Maine transmission equipment assignment information).
- (iii) Mid-Maine and Mid-Maine's customer were available and ready for service at appointed date and time.
- (iv) Verifiable Mid-Maine dial tone and correct Mid-Maine telephone number at POT bay testable by BA technician, by 8:00 a.m. on the date due minus one (1) day.
- (v) Accurate account and end user information was submitted on the service request.
- (vi) Orders were completed as submitted without cancellation after Order Confirmation.
- (vii) Mid-Maine and Mid-Maine's customer were available for testing and cooperative coordination as requested by BA.

4. Mid-Maine shall provide to BA forecasts of UNE volumes at least six (6) months prior to the commencement of the measured calendar quarter (except that, Mid-Maine may provide to BA forecasts of volumes for the months of the first calendar quarter to be measured under this Agreement, on or before a date 90 days prior to the commencement of such first calendar quarter). Forecasts for UNE volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine for each month. If submission volumes for any one month in a measured calendar quarter vary

¹⁴ For the purposes of Paragraph 1, above, the phrase "Mid-Maine's contractors or vendors" does not include BA.

¹⁵ An "Expedited Due Date" is any due date with a shorter interval than the standard interval being offered by BA for the transaction at the time the transaction is requested.

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from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If Mid-Maine fails to timely provide the forecasts of UNE volumes to BA, BA may exclude Performance Category 2 and the Performance Measurements in Category 2 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.

5. If more than 10% of Mid-Maine's orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of Mid-Maine provided information during provisioning, BA may exclude the Missed Installation Appointments Performance Measurements for that month from the calculation of calendar quarter Performance Measurements and Performance Credits.

Maintenance:

1. Out of Service Over 24 Hours: Excluded will be reports where access was required but not available during the first 24 hours.
2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 03 (Drops), 04 (Loops) and 05 (Inside Central Office).
3. UNE loops that meet the standards identified in appropriate BA unbundled loop Technical References will not be treated as Out of Service.
4. Mid-Maine shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.
5. The Mid-Maine repair center and toll free number must be available 24 hours per day, seven days per week.

EXHIBIT K**C. Resale Services:****1. Performance Category 4 – Resale Services Ordering and Provisioning:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS - OC Timeliness: <10 Lines (Resale KSQM 3.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - OC Timeliness: ≥10 Lines (Resale KSQM 3.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
POTS - Reject Timeliness: <10 Lines (Resale KSQM 4.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - Reject Timeliness: ≥10 Lines (Resale KSQM 4.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
Missed Installation Appointments: POTS - Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: POTS - No Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: Specials (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²

OC = Order Confirmation

¹ Orders Received after 3:00 PM Eastern Time will have the “clock” start at 8:00 a.m. on the next business day.

² “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

-1 to -3 points = 7 % of Resale Services Non-Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Missed Installation Factor¹

-4 to -5 points = 14 % of Resale Services Non-Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Missed Installation Factor¹

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-6 to -7 points = 20 % of Resale Services Non-Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Missed Installation Factor¹

¹ Missed Installation Factor = (Missed Installation Appointments for Resale Services provided by BA to Mid-Maine for the measured calendar quarter as a percentage of Installation Appointments for Resale Services provided by BA to Mid-Maine for the measured calendar quarter) - (Missed Installation Appointments for corresponding retail services provided by BA to BA retail customers for the measured calendar quarter as a percentage of Installation Appointments for corresponding retail services provided by BA to BA retail customers for the measured calendar quarter).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to Mid-Maine for a missed installation appointment, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 100% of the non-recurring charges for the item of Resale Service that was subject to the missed installation appointment, except to the extent applicable under the terms of Section 26.0 of the Agreement.

If more than 10% of Mid-Maine's orders are rejected or queried by BA,¹⁶ BA shall not be obligated to calculate this Performance Category, to pay a Performance Credit in connection with this Performance Category, or to take investigative or corrective action under Section 3.3 with regard to any Performance Measurement in this Performance Category.

¹⁶ Orders that are rejected or queried by BA because of a failure in the operation of a BA ordering system will not be included in calculations to determine the percentage of Mid-Maine's orders that are rejected or queried by BA.

EXHIBIT K**2. Performance Category 5 – Resale Services Maintenance:**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
SPECIALS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
POTS - % Repeat Reports within 30 Days (Resale KSQM 18)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:Total Score:

0 or Greater Points = No Performance Credit

-1 point = 3 % of Resale Services Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Lines Out of Service Factor.¹

-2 points = 6 % of Resale Services Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Lines Out of Service Factor.¹

-3 points = 8 % of Resale Services Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Lines Out of Service Factor.¹

¹ Lines Out of Service Factor = (Percentage of Mid-Maine Resale Services POTS and Specials lines network troubles out of service > 24 hours - Percentage of BA retail customer POTS and Specials lines network troubles out of service > 24 hours) x (Mid-Maine Resale Services POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total Mid-Maine Resale Services POTS and Specials lines in service).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to Mid-Maine for an out of service condition or other measured service affecting condition, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 200% of the pro-rated recurring charges for the item of Resale Service that was out of service or subject to the measured service affecting condition for the period that the item of Resale

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Service was out of service or subject to the measured service affecting condition, except to the extent applicable under the terms of Section 26.0 of the Agreement.

Adjustment of Performance Credit:

In the repair function, mutual responsibilities exist. The responsibility for authorizing a dispatch resides with Mid-Maine. Reductions will be made in the Performance Credit if necessary access is not available, or if a dispatch is made and no trouble is found,¹⁷ or if trouble is found to be on the Mid-Maine customer's side of the network demarcation point (e.g., in premises wiring or customer premises equipment), at a statistically higher rate than the same performance that BA experiences for BA's own retail customers.

Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% No Access Rate	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ "Parity" will be determined in accordance with the statistical methodology set forth in Appendix 4, "Statistical Methodology for Determining 'Parity' Range".

Total Score:

0 or Greater Points = No Adjustment to Maintenance Performance Credit

-1 point = 25 % Reduction of Maintenance Performance Credit

-2 points = 50 % Reduction of Maintenance Performance Credit

¹⁷ BA will not include in calculations to determine reductions in the Performance Credit a dispatch where no trouble is found if a trouble which should have been found on such dispatch is found on a subsequent dispatch.

Resale Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Ordering (OC Timeliness and Reject Timeliness):

1. Performance Measurements and Performance Credits will apply only if: (a) EDI Issue 8 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for Mid-Maine's use) is in place and is being used by Mid-Maine for all Resale Services ordering which can be performed via EDI; (b) EIF is in place and being used by Mid-Maine for all Resale Services ordering which can be performed via EIF; or, (c) BA's WebGUI is in place and being used by Mid-Maine for all Resale Services ordering which can be performed via BA's WebGUI. Mid-Maine must implement later specifications of EDI and later versions of EIF and WebGUI within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for Mid-Maine's use.
2. Mid-Maine shall provide to BA forecasts of Resale Services volumes at least six (6) months prior to the commencement of the measured calendar quarter (except that, Mid-Maine may provide to BA forecasts of volumes for the months of the first calendar quarter to be measured under this Agreement, on or before a date 90 days prior to the commencement of such first calendar quarter). Forecasts for Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If Mid-Maine fails to timely provide the forecasts of Resale Services volumes to BA, BA may exclude Performance Category 4 and the Performance Measurements in Category 4 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
3. If Mid-Maine submits more than 60 orders in a day and the Mid-Maine submitted work load for any one hour in that day is more than twice (2x) the daily average hour Mid-Maine submitted work load,¹⁸ all transactions for that day will be deemed to have at least met "Equals Standard" ("O" Points).
4. OC and Reject Timeliness Performance Measurements do not apply to orders with negotiated due dates.

¹⁸ In calculating "the daily average hour Mid-Maine submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

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Provisioning (Missed Installation Appointments):

1. Mid-Maine Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of Mid-Maine, Mid-Maine's contractors or vendors,¹⁹ or Mid-Maine's customers (including, but not limited to, inability to access interfaces and terminals).
2. If the Expedited Due Dates²⁰ for any one month in a measured calendar quarter exceed 10% of the total appointments for that month, BA will not be obligated to calculate Performance Category 4 for that month, or the Performance Measurements in Performance Category 4 for that month, and may exclude Performance Category 4 for that month, and the Performance Measurements in Performance Category 4 for that month, from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
3. Mid-Maine Missed Installation Appointments will be included in the computation only if:
 - (a) All order information submitted by Mid-Maine was valid (e.g., street address, end user local contact (LCON), Floor/unit number).
 - (b) Mid-Maine and Mid-Maine's customer were available and ready for service at the appointed date and time. Access to Terminal Equipment was available.
 - (c) Accurate account and customer information was submitted by Mid-Maine.
 - (d) Orders were completed as submitted without cancellation after Order Confirmation.
 - (e) Mid-Maine and Mid-Maine's customer were available for testing and cooperative coordination as requested by BA.
4. Mid-Maine shall provide to BA forecasts of Resale Services volumes at least six (6) months prior to the commencement of the measured calendar quarter (except that, Mid-Maine may provide to BA forecasts of volumes for the months of the first calendar quarter to be measured under this Agreement, on or before a date 90 days prior to the commencement of such first calendar quarter). Forecasts for Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If Mid-Maine fails to timely provide the forecasts of Resale Services volumes to BA, BA may exclude Performance Category 4 and the Performance Measurements in Category 4 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
5. If more than 10% of Mid-Maine's orders in a month fall out of BA's provisioning systems (i.e., require

¹⁹ For the purposes of Paragraph 1, above, the phrase "Mid-Maine's contractors or vendors" does not include BA.

²⁰ An "Expedited Due Date" is any due date with a shorter interval than the standard interval being offered by BA for the transaction at the time the transaction is requested.

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manual investigation and/or correction), or require correction of Mid-Maine provided information during provisioning, BA may exclude Missed Installation Appointment Performance Measurements for that month from the calculation of calendar quarter Performance Measurements and Performance Credits.

Maintenance:

1. Out of Service Over 24 Hours: Excluded will be reports where access was required but not available during the first 24 hours.
2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 03 (Drops), 04 (Loops) and 05 (Inside Central Office).
3. Mid-Maine shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.
4. The Mid-Maine repair center and toll free number must be available 24 hours per day, seven days per week.

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D. Interconnection Trunks

1. Performance Category 6 – Interconnection Trunk Provisioning

Performance Measurement	Misses Standard -1 Point	Equals Standard 0 Points	Exceeds Standard + 1 Point
Provisioning - Missed Installation Appointments ¹ (IT KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²

¹ Orders Received after 3:00 PM Eastern Time will have the “clock” start at 8:00 a.m. on the next business day.

² “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurement with BA’s performance for BA IXC Feature Group D Trunks.

Calculation of Performance Credit:

<u>Score</u>	<u>Credit</u>	<u>Applied to</u>
0 or greater	No Performance Credits	
-1 point	30 %	Trunk Non-Recurring Charges for Mid-Maine for the measured calendar quarter multiplied by the Missed Installation Factor ³

³ Missed Installation Factor = (Missed Mid-Maine Trunk Installation Appointments for the measured calendar quarter as a percentage of Mid-Maine Trunk Installation Appointments for the measured calendar quarter) - (Missed Installation Appointments for BA IXC Feature Group D Trunks for the measured calendar quarter as a percentage of BA IXC Feature Group D Trunk Installation Appointments for the measured calendar quarter).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to Mid-Maine for a missed installation appointment, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 100% of the non-recurring charges for the Interconnection Trunk that was subject to the missed installation appointment, except to the extent applicable under the terms of Section 26.0 of the Agreement.

EXHIBIT K**Adjustment of Performance Credit:**

In the provisioning function, mutual responsibilities exist. In addition to trunks provided by BA to Mid-Maine, Mid-Maine will provide trunks to BA. If the percentage of Missed Appointments for trunks ordered by BA from Mid-Maine exceeds the percentage of missed appointments for trunks ordered by Mid-Maine from BA performance, the Performance Credit will be reduced as stated below. (The percentage missed appointment calculation comparison requires a minimum sample size of 48 trunks on both sides to be valid.) Mid-Maine shall maintain due date intervals for trunks to be provided by Mid-Maine to BA that are no longer than BA's due date intervals for comparable trunks.

Trunks Ordered by BA from Mid-Maine

Measurement	100% reduction in Credit	50% Reduction in Credit
Provisioning of Trunks for BA by Mid-Maine - Missed Installation Appointments:	>5 percentage points worse than BA Performance	> 2 but ≤ 5 percentage points worse than BA Performance

EXHIBIT K**2. Performance Category 7 – Interconnection Trunk Maintenance and Repair**

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
Mean Time to Repair (IT KSQM 16)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurement with BA’s performance for BA IXC Feature Group D Trunks.

Calculation of Performance Credit:

<u>Score</u>	<u>Credit</u>
0 or greater	No Performance Credits
- 1 point	(\$2.00 per DS0 Trunk out of service due to network troubles, in Maine in the measured calendar quarter) x (the Mean Time to Repair Factor ¹)

¹ Mean Time to Repair Factor = (Mid-Maine Interconnection Trunks Mean Time to Repair [measured in hours]) - (BA IXC Feature Group D Trunks Mean Time to Repair [measured in hours]).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to Mid-Maine for an out of service condition or other measured service affecting condition, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 200% of the pro-rated recurring charges for the Interconnection Trunk that was out of service or subject to the measured service affecting condition for the period that the Interconnection Trunk was out of service or subject to the measured service affecting condition, except to the extent applicable under the terms of Section 26.0 of the Agreement.

Interconnection Trunk Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Provisioning:

1. Performance Measurement calculations for provisioning will be performed only if for the measured calendar quarter a minimum of 48 trunks was installed by BA for Mid-Maine and a minimum of 100 IXC Feature Group D trunks was installed by BA for IXCs.
2. Orders must be received electronically, using a BA supported version of BA's electronic Access Service Request System.
3. Performance Measurement calculations for provisioning will be based on comparisons by trunk type (e.g., DS0 with DS0, DS1 with DS1).
4. Mid-Maine shall provide to BA forecasts of Interconnection Trunk volumes at least six (6) months prior to the commencement of the measured calendar quarter (except that, Mid-Maine may provide to BA forecasts of volumes for the months of the first calendar quarter to be measured under this Agreement, on or before a date 90 days prior to the commencement of such first calendar quarter). Forecasts for Interconnection Trunk volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by Mid-Maine either (a) for each month or (b) for each quarter, in which case the quarterly volume will be pro-rated to a monthly volume. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If Mid-Maine fails to timely provide the forecasts of volumes to BA, BA may exclude Performance Category 6 and the Performance Measurements in Category 6 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
5. Mid-Maine Missed Installation Appointments do not include:
 - a. Installation Appointments missed or rescheduled due to the delay, act or omission of Mid-Maine, Mid-Maine's contractors or vendors,²¹ or Mid-Maine's customers.
 - b. Missed Installation Appointments for Mid-Maine installations being made to rehome trunks or for network grooming.

²¹ For the purposes of Paragraph 6, above, the phrase "Mid-Maine's contractors or vendors" does not include BA.

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6. Mid-Maine Missed Installation Appointments will be included in the computation only if they result in a blockage of traffic that is in excess of standard design blocking thresholds.
7. Mid-Maine Missed Installation Appointments will be included in the computation only if:
 - a. All order information submitted by Mid-Maine was valid.
 - b. Mid-Maine was prepared to accept the installation of service at the scheduled time.
 - c. Orders were completed as submitted without cancellation after order confirmation.
 - d. Mid-Maine and Mid-Maine's customer were available for testing and cooperative coordination as requested by BA.
8. Mid-Maine Missed Installation Appointments include missed installation appointments for interconnection trunks used one-way or two-way.

Maintenance:

1. This Performance Category will be measured no earlier than completion of the WFA inventory for Mid-Maine and BA trunks and validation of applicable field procedures.
2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 04 (Outside Plant) and 05 (Inside Central Office).
3. Applies only to trunks used as per applicable technical specifications.
4. Mid-Maine trunks will be included in the computation only if Mid-Maine was available for testing and cooperative coordination if requested by BA.
5. Applies only to trunks where blockage exceeding standard design blocking thresholds has resulted.
6. Applies to interconnection trunks used one-way or two-way, to the extent BA is responsible for maintenance of the trunks.

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E. Billing

1. Performance Category 8 – Timeliness of Daily Usage Feed (“DUF”) for UNE Switching and Resale Services

Performance Measurement	Misses Standard	Equals Standard	Exceeds Standard
	- 1 point	0 points	+ 1 point
Timeliness of Daily Usage Feed (CLEC Billing KSQM 21)	<90% of recorded call events in 5 Business Days	90% to 95% of recorded call events in 5 Business Days	>95% of recorded call events in 5 Business Days

Calculation of Performance Credit

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 0.4 % of DUF Charges (for UNE Switching and Resale Services) for Mid-Maine for the measured calendar quarter.

Billing Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

1. UNE usage (Daily Usage Feed) information is limited to only Unbundled Switching.
2. Excluded are delays or failures to provide information provided by third parties.
3. Excluded are delays or failures to provide information where the cause of the delay or failure also affects BA's ability to collect and utilize information for itself.
4. Measurement will be made for lines that have been equipped at Mid-Maine's request to collect daily usage feed information.

SCHEDULE 27.2

APPENDIX 4

STATISTICAL METHODOLOGY FOR DETERMINING “PARITY” RANGE

- 1. For Performance measures where the measure is a yes or no on each measured item:
(e.g., % met or not met):**

Measurement Objective:

To determine if the level of service provided to Mid-Maine is, on average, similar to or different from the level of service BA provides to other BA customers.

The following methodology applies to service in which in each instance of its provision, the outcome can be categorized as a success or a failure (e.g., was the appointment missed, was a customer's line out of service for more than 24 hours, etc.).

Now, let x_{ij} = the i th customers score on service; where
 $x_{ij} = 0$ if the outcome is categorized as a success
 $x_{ij} = 1$ if the outcome is categorized as a failure

More specifically, let

$\sum X_{1ij}$ = the number of Mid-Maine customers' instances of service categorized as a failure

The standard of service against which the instances of service to Mid-Maine's customers will be compared is the average of that provided by BA to its own customers, viz.

$$P_{0j} = \frac{\sum X_{0ij}}{N_{0j}} \quad \text{where } N_{0j} \text{ is the number of instances of provision of service } j \text{ to BA's customers}$$

The service index calculated for Mid-Maine for service j and which will be compared against the service standard P_{0j} is given by:

$$P_{1j} = \frac{\sum X_{1ij}}{N_{1j}} \quad \text{where } N_{1j} \text{ is the number of instances of provision of service } j \text{ to Mid-Maine's customers}$$

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It is assumed that N_{0j} will be large relative to N_{1j} ; and that N_{1j} may in fact, for certain j , be small.

The assumption can be made that the N_{1j} constitutes a sample taken from a larger population comprised of N_{0j} ; i.e., instances of service provision like those provided to BA customers. In this case the N_{1j} are not technically a subset (i.e., sample) of N_{0j} . But for the purposes of the model we assume that if Mid-Maine customers are being treated the same as BA customers, then the distribution of the x_{0ij} and the x_{1ij} , should be identical, hence our viewing N_{1j} as a sample of N_{0j} .

If such an assumption is correct then the value P_{1j} should be similar to the value P_{0j} . If it is not correct, then the two values would be expected to be different with the magnitude of the difference reflecting how different the two populations are, and by implication, how different the service level to each.

The question that arises is how close must P_{1j} and P_{0j} be to conclude that the two populations received similar levels of service and how different must they be to conclude they did not.

If we assume N_{1j} is a sample taken from a universe identical to the BA universe, then it is possible to derive the distribution of possible values of P_{1j} that could occur when drawing a sample of size N_{1j} from such a universe. If N_{1j} is adequately large, (viz., if N_{1j} is greater than 30) these values will follow a normal distribution and have:

$$\begin{aligned}\text{Expected value} &= E(x) = N_{1j} \times P_{0j} \\ &\text{and} \\ \text{the Variance} &= \text{Var}(x) = N_{1j} \times P_{0j} (1 - P_{0j})\end{aligned}$$

If the CLEC population is in fact identical (or very nearly so) to the BA population, then most values of P_{1j} would lie close to P_{0j} , and if the populations were not identical than most values of P_{1j} would lie further from P_{0j} with the magnitude of the differences reflecting how different the two underlying populations are and, by implication, how different the level of service provided the two populations.

It is possible to evaluate how likely it is that the N_{0j} and the N_{1j} instances of service are, on average, the same by evaluating how likely it would be by chance alone to observe a difference as large as the one in fact observed, viz. $P_{0j} - P_{1j}$.

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The procedure for performing this evaluation is as follows:

1. Calculate the BA service standard for service j as follows:

$$P_{0j} = \frac{\sum X_{0ij}}{N_{0j}}$$

2. Calculate the level of service provided to Mid-Maine as follows:

$$P_{1j} = \frac{\sum X_{1ij}}{N_{1j}}$$

3. Calculate an index of service level comparability, z, as follows:

$$Z = \frac{P_{0j} - P_{1j}}{\sqrt{\frac{P_{0j} (1 - P_{0j})}{N_{1j}}}}$$

4. Evaluate the probability of similar or dissimilar services for BA and CLEC customers as follows:

<-0.83 ("Misses Standard")	• Probability is moderate to high that Mid-Maine customers are more poorly served than BA customers.
-0.83 to 0.83 ("Parity") ("Equals Standard")	• Probability is weak that Mid-Maine customers are more poorly served than BA customers, or the probability is high that Mid-Maine customers are served the same as BA customers, or the probability is weak that Mid-Maine customers are better served than BA customers.
> 0.83 ("Exceeds Standard")	• Probability is moderate to high that Mid-Maine customers are better served than BA customers.

For the purposes of Performance Metrics listed in Appendix 2 to which the statistical methodology set forth in this Appendix 4, Section 1 is applicable, and Performance Measurements listed in Appendix 3

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to which the statistical methodology set forth in this Appendix 4, Section 1 is applicable, BA's performance will be deemed: (a) to have missed or failed to meet the "Parity" standard ("Misses Standard") if the result is < -0.83 ("Probability is moderate to high that Mid-Maine customers are more poorly served than BA customers"); (b) to have equaled or met the "Parity" standard ("Equals Standard") if the result is -0.83 to 0.83 (i.e., "Probability is weak that Mid-Maine customers are more poorly served than BA customers, or the probability is high that Mid-Maine customers are served the same as BA customers, or the probability is weak that Mid-Maine customers are better served than BA customers"); or, (c) to have exceeded the "Parity" standard ("Exceeds Standard") if the result is > 0.83 ("Probability is moderate to high that Mid-Maine customers are better served than BA customers").

2. For Performance measures where the measure is a variable measure: (e.g., cycle time):

Measurement Objective:

To determine, for those services for which performance level is measured as an elapsed time, if the level of service provided to Mid-Maine is, on average, similar to or different from the level of service BA provides to other BA customers.

Methodology:

The following methodology applies to service in which in each instance of its provision, the outcome is represented as a measurement of an interval of time (e.g., 10 minutes, 2.5 hours, 3.5 days, etc.). For example, "time to restore service."

Define the variable X, as duration of interval being measured (e.g., time to restore service in hours)

Now, let N_j = the number of instances of service j for BA customers

n_j = the number of instances of service j for Mid-Maine customers

x_{ij} = BA's i th customer's score on service j $i = 1, 2, 3 \dots N_j$

x'_{ij} = Mid-Maine's i th customer's score on service j $i = 1, 2, 3 \dots n_j$

1. Calculate the average duration for service j for all Bell Atlantic customers as follows:

$$\text{Average duration of BA customers} = \bar{m} = \frac{x_{1j} + x_{2j} + x_{3j} \dots x_{Nj}}{N_j} = \frac{\sum_{i=1}^{N_j} x_{ij}}{N_j}$$

2. Calculate the standard deviation of the duration scores on service j for all BA customers as follows:

Standard deviation of BA customer's scores =

$$s_x = \sqrt{\frac{(x_{1j} - \bar{m})^2 + (x_{2j} - \bar{m})^2 + (x_{3j} - \bar{m})^2 + \dots + (x_{Nj} - \bar{m})^2}{N_j}} = \sqrt{\frac{\sum_{i=1}^{N_j} (x_{ij} - \bar{m})^2}{N_j}}$$

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3. Calculate the average duration for service j for all Mid-Maine customers as follows:

$$\text{Average duration of Mid-Maine customers} = \bar{X}_j = \frac{x'_{1j} + x'_{2j} + x'_{3j} \dots x'_{nj}}{n_j} = \frac{\sum_{i=1}^{n_j} x'_{ij}}{n_j}$$

4. Calculate an Index of parity:

Having determined the following values:

N_j = the number of instances of service j for BA customers

n_j = the number of instances of service j for Mid-Maine customers

m = the average duration for all BA customers

s_x = the standard deviation of duration scores for all BA customers

\bar{X}_j = the average duration for all Mid-Maine customers

Derive an index of parity as follows:

$$\text{Index of Parity} = t = \frac{\bar{X}_j - m_x}{\frac{s_x}{\sqrt{n_j}}},$$

where values of the index less than 0.0 indicate Mid-Maine customers are being serviced on average with less delay (i.e., better) than BA customers, values of the index greater than 0.0 indicate Mid-Maine customers are being serviced on average with more delay (i.e., worse) than BA customers,

and

where greater absolute values of the index, t, indicate increasingly less likelihood that the observed differences between Mid-Maine and BA customers' is due to chance variation, or what is called sampling error, and greater likelihood the difference is due to other than chance factors.

5. Interpret the Index of Parity by referring to the *Parity Translation Table* and following these steps:

- Note the value of n_j as determined previously, and calculate the value $n_j - 1$
- Locate the value of $n_j - 1$ in the first column of the parity index translation table
- Inspect the ranges of values of t in the row of the table corresponding to your value of

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- $n_j - 1$, locating the range containing the value of t corresponding to the one you calculated.
- d. Look at the top of the column containing the value of t corresponding to the one you calculated and read the interpretation of the calculated index.

For the purposes of Performance Metrics listed in Appendix 2 to which the statistical methodology set forth in this Appendix 4, Section 2 is applicable, and Performance Measurements listed in Appendix 3 to which the statistical methodology set forth in this Appendix 4, Section 2 is applicable, BA's performance will be deemed: (a) to have missed or failed to meet the "Parity" standard ("Misses Standard") if the result as shown on the *Parity Translation Table* is "Probability that CLEC customers Serviced worse than BA's Customers is High" or "Probability that CLEC customers Serviced worse than BA's Customers is Moderate"; (b) to have equaled or met the "Parity" standard ("Equals Standard") if the result as shown on the *Parity Translation Table* is "Probability that CLEC customers Serviced worse than BA's Customers is Weak", "Probability CLEC & BA Customers Serviced the Same is High", or "Probability that CLEC Customers Serviced Better than BA's Customers is Weak"; or, (c) to have exceeded the "Parity" standard ("Exceeds Standard") if the result as shown on the *Parity Translation Table* is "Probability CLEC Customers Serviced Better than BA's Customers is Moderate" or "Probability that CLEC Customers Serviced Better than BA's Customers is High").

Parity Translation Table

EXHIBIT M

DISPUTE RESOLUTION

1. Purpose.

This Exhibit is intended to provide for the expeditious resolution of all disputes between BA and Mid-Maine arising under or as contemplated by the Agreement and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers.

2. Exclusive Remedy.

(A) All disputes arising under or as contemplated by the Agreement that cannot be resolved informally shall be resolved as set forth herein. Dispute resolution under the procedures established in Section 29.11 of the Agreement and provided in this Exhibit shall be the exclusive remedy for all disputes between BA and Mid-Maine arising out of the Agreement or any claimed breach thereof. BA and Mid-Maine agree not to resort to any court, agency, or private group with respect to such disputes *except* in accordance with this Exhibit.

(B) If, for any reason, certain claims or disputes are deemed to be non-arbitratable, the non-arbitrability of those claims or disputes shall in no way affect the application of the dispute resolution process set forth herein to any other claims or disputes arising out of the Agreement.

(C) Nothing in this Exhibit shall limit the right of either BA or Mid-Maine to obtain provisional remedies (including injunctive relief) from a court of competent jurisdiction or from the Maine Public Utilities Commission ("Maine PUC" or "Commission") before, during or after the pendency of any arbitration proceedings brought pursuant to this Exhibit. However, once a decision is reached by an Arbitrator or the Maine PUC, as applicable, pursuant to the terms herein, such decision shall supersede any such provisional remedy.

(D) If, for any reason, the subject matter of the claim or dispute is adjudicated in both a proceeding of the Maine PUC or any other federal or state regulatory agency ("Agency") that exercises jurisdiction over the Agreement and an arbitration proceeding under this Exhibit, the following provisions shall apply:

- i) To the extent allowed by Applicable Law, the Agency ruling shall be binding upon the Parties, provided that both Parties had specific notice of and an opportunity to participate in the Agency proceeding with regard to the particular subject matter and that the Agency ruling was issued before a ruling in the arbitration proceeding.
- ii) The arbitration ruling rendered pursuant to this Exhibit shall be binding upon the

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Parties for purposes of establishing their respective contractual rights and obligations under the Agreement, and for all other purposes, except as provided in (i) above.

3. Informal Resolution of Disputes.

(A) Prior to filing a petition with the Maine PUC under Section 4 of this Exhibit or initiating an arbitration under Section 5 of this Exhibit, pursuant to the procedures set forth herein, the Parties shall submit any dispute between BA and Mid-Maine for resolution to an Inter-Company Review Board consisting of one representative from each Party at the vice-president or above level (or such lower level as the Parties agree).

- (1) Each Party must designate its initial representative to the Inter-Company Review Board within fifteen (15) days of the Effective Date of the Agreement.
- (2) Each Party may change its designee, or select an alternative designee, on one day's notice to the other Party.

The Inter-Company Review Board shall address and try to resolve the dispute. In the case of service affecting disputes, the Board shall have forty-eight (48) hours to informally resolve the dispute. In the case of a non-service affecting dispute, the Board may have up to fifteen (15) days to resolve the dispute.

(B) The Parties may also agree to other informal resolution processes for specific circumstances, including, but not limited to mediation prior to filing a petition or initiating an arbitration.

(C) The Parties may enter into a settlement of any dispute at any time. The settlement agreement shall be in writing, and shall identify (if appropriate) how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.

(D) At no time may a Party introduce into evidence or inform the Arbitrator of any statement, position taken, or other action said or done during any negotiation or mediation sessions pursuant to Section 3 of this Exhibit without the other Party's written consent.

4. Petition to Maine PUC.

Unless both Parties agree to waive this Section, a Party may not initiate an arbitration pursuant to Section 5 of this Exhibit, without first complying with this Section.

(A) Petition. Before submitting a dispute for arbitration, a Party Shall file a petition with the Maine PUC regarding the dispute. A copy of the petition shall be served simultaneously on the other Party. The petition shall be accompanied by a cover letter which includes a notification to

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the commission of the provisions of subsection C, below. The petition shall contain an explanation of the dispute in the same manner as a petition for arbitration under the Telecommunications Act.

(B) Responsive Pleadings. The other Party must file its answer to the petition within fourteen (14) days after the petition is filed with the Commission. The petitioning Party must file its reply to the answer within seven (7) days after the filing of the answer.

(C) Commission Action. If the Commission does not affirmatively assert its jurisdiction over the dispute within thirty (30) days after the petition is filed, by the issuance of a notice of investigation, a procedural order or a similar document, or if the Maine PUC expressly declines to assert jurisdiction, the petitioning Party shall immediately withdraw the petition without prejudice to its right to file for arbitration pursuant to Section 5 of this Exhibit.

(D) Commission Action. If the Commission asserts jurisdiction over all or part of the dispute within thirty (30) days after the filing of the petition, the Parties shall participate in the Commission proceeding to resolve the issue or issues and shall be bound by the final decision of the Commission in the proceeding, subject to any appeal right under Applicable Law. A Party may initiate an arbitration under Section 5 of this Exhibit over any part of the dispute that the Maine PUC does not assert jurisdiction. Neither Party shall seek resolution of any issue or issues subject to the Maine PUC proceeding through an arbitration under Section 5 of this Exhibit, unless the Commission fails to adopt a schedule for its proceeding which provides for resolution within three (3) months after filing of the petition, in which case, either Party may submit the issue or issues to arbitration under Section 5. If a Party seeks arbitration in the above instance, the petition shall be withdrawn.

(E) Service Affecting Dispute. In the case of a service affecting dispute, the above procedures shall be modified to reflect the time frames set forth in Section 13(C) of this Exhibit.

5. Initiation of an Arbitration.

(A) If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within fifteen (15) days (or such longer period as agreed to in writing by the Parties) of the submission outlined in Section 3 above, and the Maine PUC has not asserted jurisdiction over the dispute (or has failed to adopt a schedule for resolution within three (3) months) pursuant to Section 4 above, either Party may initiate an arbitration in accordance with the American Arbitration Association ("AAA") rules for commercial disputes as in effect from time to time. Any dispute over a matter which directly affects the ability of a Party to provide quality services to its Customers or identifiable prospective Customers, *i.e.*, a service-affecting dispute, will be governed by the procedures described in Section 13 of this Exhibit. In the event the Parties, in good faith, do not agree that a service-affecting dispute does not exist, the dispute will be assumed to be a service-affecting dispute.

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(B) In the event either Party initiates an arbitration, the Parties must notify the Maine PUC of the arbitration proceeding within forty-eight (48) hours of the initiation of the arbitration.

6. Governing Rules for Arbitration.

The rules set forth below and the rules of the AAA as in effect from time to time shall govern all arbitration proceedings initiated pursuant to this Exhibit; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. This restriction does not affect the rights of either Party to request an Arbitrator from the AAA, pursuant to Subsection 7(F) below. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Exhibit shall prevail.

7. Appointment and Removal of Arbitrator.

(A) A sole Arbitrator (the "Arbitrator") shall preside over each dispute submitted for arbitration under this Agreement.

(B) The Parties shall appoint an Arbitrator who will serve for each dispute, unless removed pursuant to Subsection 7(D) of this Exhibit. The appointment will be made by mutual agreement in writing within twenty (20) days of receipt of notice of initiation of the Arbitration (or such longer period as the Parties may mutually agree to in writing).

(C) In the event that multiple arbitration proceedings are in progress simultaneously under this Agreement, the Arbitrator may hear all of the proceedings, or may request, in writing, the appointment of one (1) or more additional Arbitrators. The Parties shall appoint such additional Arbitrators within thirty (30) days after receipt of such request (or within such longer period as the Arbitrator's request specifies). The Arbitrator may assign arbitration proceedings to the additional Arbitrators in his or her sole discretion, provided that each such proceeding shall be presided over by a single Arbitrator. Additional Arbitrators shall have all the powers and responsibilities of the Arbitrator in the proceedings over which they preside, but shall serve only for the duration of the specific disputes for which they were retained.

(D) The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator may be removed unilaterally at any time by either Party as permitted in the rules of the AAA as in effect from time to time.

(E) In the event that an Arbitrator resigns, is removed pursuant to subsection 7(D) of this Section, or becomes unable to discharge his or her duties, the Parties shall, by mutual written agreement, appoint a replacement Arbitrator no later than twenty (20) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the

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replacement Arbitrator as soon as the replacement Arbitrator is appointed.

(F) In the event that the Parties do not appoint an Arbitrator within the time limit set forth in subsection 7(B) of this Exhibit, an additional Arbitrator within the time limit set forth in subsection 7(C) of this Exhibit, or a replacement Arbitrator within the time limit set forth in subsection 7(E) of this Exhibit, either Party may apply to AAA for appointment of an Arbitrator pursuant to the rules of the AAA as in effect from time to time. Prior to filing an application with the AAA, the Party filing such application shall provide five (5) days prior written notice to the other Party to this Agreement.

8. Duties and Powers of the Arbitrator.

(A) The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, prejudgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except as otherwise limited by the Agreement.

(B) The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of the Agreement.

9. Discovery

BA and Mid-Maine shall attempt, in good faith, to agree on a plan for document and information discovery. Should they fail to agree, either Party may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between BA and Mid-Maine and any resolution regarding the scope, manner, and timing of discovery shall be final and binding.

10. Privileges.

All attorney-client and work product privileges shall apply.

11. Location of Hearing.

The Parties agree that any hearings shall take place in a location in Maine to be determined by the Arbitrator, unless the Parties otherwise agree.

12. Decision.

(A) The Arbitrator's decision and award shall be in writing.

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(B) Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

(C) If any Party fails to file any permitted appeal within thirty (30) days after the Arbitrator's decision, that Party waives its rights to appeal and the award becomes final and binding.

(D) In the event a court agrees to hear the matter on appeal, a Party must comply with the results of the arbitration decision during the appeal process, unless a court of competent jurisdiction stays such decision pending the appeal.

13. Process for Service Affecting Disputes.

(A) This section describes the procedures for an expedited resolution of disputes between BA and Mid-Maine arising under or as contemplated by the Agreement, which directly affect the ability of a Party to provide uninterrupted, high quality services to its Customers, and which cannot be resolved using the procedures for informal resolution of disputes contained in the Exhibit in Section 3.

(B) Except as specifically provided in this Section 13, the provisions of the other Sections of this Exhibit shall apply.

(C) Initiation of an Arbitration.

(1) If the Inter-Company Review Board is unable to resolve a service-affecting dispute within forty-eight (48) hours (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, and the Maine PUC has not affirmatively asserted jurisdiction over the dispute with fourteen (14) days after the filing of the petition or fails to adopt a schedule for resolution within forty-five (45) days after the filing of the petition, pursuant to Section 4, above, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Section 13. However, in the sole discretion of the Party which submitted the dispute to the Inter-Company Review Board, the dispute may be arbitrated in accordance with the general procedures described in the this Exhibit rather than the expedited procedures of this Section 13. A dispute will be deemed submitted to the Inter-Company Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile as set forth in Section 29.10 (notice provision) of the Agreement and to each Party's representative designated pursuant to subsection 3(A) (1) of this Exhibit.

(2) A proceeding for arbitration will be commenced by a Party ("Complaining Party") filing a complaint ("Complaint") with the other Party ("Respondent Party"), and

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simultaneously serving a copy on the Commission and as soon as an Arbitrator is appointed, also on the Arbitrator.

(3) Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Respondent Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its Customers. A Complaint may be in letter or memorandum form and must specifically describe the dispute and identify with particularity how the Complaining Party's service to its Customers is affected.

(D) Response to Complaint.

A response to the Complaint must be filed within ten (10) business days after service of the Complaint, or such later time period as the Arbitrator, in his/her discretion, may permit.

(E) Reply to Response.

A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response, or such later time period as the Arbitrator, in his/her discretion, may permit. The reply must be limited to those matters raised in the response.

(F) Discovery.

The Parties shall cooperate on discovery matters as provided in Section 9 of this Exhibit, but following expedited procedures as prescribed by the Arbitrator.

(G) Hearing.

(1) The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

(2) The hearing and evidence.

(a) The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. At the Arbitrator's discretion and for extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

(b) In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator

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has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

(c) Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose a summary of the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title, and other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing, absent extraordinary reasons not known prior to commencement of the hearing.

(3) The Parties shall make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.

(4) Witnesses will testify under oath. A complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

(H) Decision.

(1) The Arbitrator will issue and serve his or her decision and award on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.

(2) The Parties shall take the actions necessary to implement the decision and award of the Arbitrator immediately upon receipt of the Arbitrator's decision.

(3) The Arbitrator's decision and award shall be final and binding on the Parties in accordance with the terms of Section 12 of this Exhibit.

14. Fees.

(A) The Arbitrator's fees and expenses that are directly related to a particular proceeding dispute shall be paid by the losing Party. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion fees and expense to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding dispute shall be shared equally. In accordance with subsection 4(C) of this Exhibit, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned. Each Party shall pay its own attorney's fees, expert fees, cost and related expenses with respect to an arbitration.

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(B) In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

15. Confidentiality.

(A) BA, Mid-Maine and the Arbitrator will treat the arbitration proceedings, including the hearings and conferences, discovery, or other related events as confidential except as necessary in connection with a judicial challenge to, or enforcement of, an award or unless otherwise required by an order or lawful process of a court or other governmental body.

(B) In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

(C) To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator or its counsel or subject matter expert (with a sufficient nondisclosure agreement) in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information in the event the Parties cannot agree upon an agreement to govern the handling of such information.

16. Service of Process.

(A) Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party as described below and one (1) copy to the Arbitrator. Service shall be deemed made (1) upon receipt if delivered by hand; (2) after three (3) business days if sent by first class certified U.S. Mail; (3) the next business day if sent by overnight courier service and a signature is requested; (4) upon receipt (confirmed by a signed return transmittal), if sent by facsimile. When notice is sent by facsimile a copy shall also be sent by same day hand delivery, first class U.S. Mail, or overnight courier.

(B) Service should be upon the entities identified in Section 29.10 (notice provision) of the Agreement, unless otherwise designated in writing.

17. Interest on Disputed Amount.

The Arbitrator shall require that any amounts owed pursuant to an arbitration decision shall

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include applicable interest. The interest rate shall be the rate set forth in Section 29.9 of the Agreement.

18. In the event of a change in Applicable Law affecting the provisions of this Exhibit which requires modification of this Exhibit, the Parties agree that any new or modified dispute resolution provisions will contain an expedited procedure for dealing with service affecting disputes.